

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 12/Lab./AIL/T/2016, dated 22nd February 2016)

NOTIFICATION

Whereas, an award in I.D. (L) No. 26/2006, dated 22-12-2015 of the Labour Court, Puducherry in respect of the Industrial Dispute between the MRF Thozhilalar Sangam and the management of M/s. MRF Limited, Eripakkam, Puducherry over non-employment of 23 workers has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said award shall be published in the Official Gazette, Puducherry.

(By order)

E. VALLAVAN,
Additional Secretary to Government (Labour).

BEFORE THE LABOUR COURT AT PUDUCHERRY

Present : Thiru N. SIVAKUMAR, B.A., B.L.,
Presiding Officer, Labour Court.

Tuesday, the 22nd day of December 2015

I.D. (L) No. 26/2006

MRF Thozhilalar Sangam,
Registration No.1278/RTU/2001,
Represented by its General Secretary,
No. 10, Kulathu Mettu Street,
Embalam and Post,
Pondicherry-605 106.

.. Petitioner

Versus

The Management of M/s. MRF Limited,
Represented by the General Manager,
Eripakkam, Pondicherry-605 106.

.. Respondent

This industrial dispute coming on 11-12-2015 for final hearing before me in the presence of Thiruvalargal Ramapriya Gopalakrishnan and P. Ganesh Ram, Counsel for the petitioner, Thiruvalargal L. Swaminathan and I. Ilankumar, Counsel for the respondent, upon hearing both sides, perusing the case records and having stood over till this day for consideration, this Court delivered the following :

AWARD

This Industrial Dispute has been referred as per the G.O. Rt. No. 151/AIL/Lab./J/2006, dated 19-10-2006 for adjudicating the following :

1. Whether the terminated of Tvl. (1). T. Arumugam, (2) K. Subramanian, (3) B. Velmurugan, (4) P. Nagamuthu, (5) S. Bakiaraj, (6) A. Arulselvan, (7) G. Sekar, (8) D. Deenadayalan, (9) K. Murali, (10) K. Kumar, (11) A. Rajavel, (12) K. Balamurugan, (13) J. Durai, (14) J. Gnanamurthy, (15) A. Ramamurthy, (16) R. Panneer, (17) R. Rajalingam, (18) Marudahachalamurthy, (19) V. Muthukumarasamy, (20) Vanavaramban, (21) M. Sabarinathan, (22) S.M. Saravanan, (23) M. Narayanan, by the management of M/s. MRF Limited Pondicherry are workmen under the Industrial Disputes Act, 1947? If so, whether their termination is justified or not?

(2) If not, what relief, they are entitled to?

(3) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposed from the claim petition runs thus :

2(i) The workman concerned in the above mentioned industrial dispute are members of the petitioner trade union, namely, M/s. M.R.F. Limited, Pondicherry, (Registration No. 1278/RTU/01) and the said union having the strength of 390 workers among the employees 23 workmen concerned in this case had joined service of the respondent company between 1-6-1999 and 7-11-2002. The respective dates when the said 23 workers joined the service of the respondent company have been indicated in the Annexure to the claim statement.

2(ii) The respondent company is a leading manufacturer of tyres, and its factory at Pondicherry is engaged in the manufacture of car and truck radial tyre. The Pondicherry factory of the respondent company commenced production activity in the year 1998. However, even 3 years after the factory commenced production, the factory did not have a single permanent workman and the workers engaged in regular manufacturing activity were designated as apprentices and probationers and many of them were without any designation but said to be 'under observation'. The respondent management adopted such a practice in a bid to evade the application of the labour welfare laws and was in fact not complying with the labour laws.

2(iii) The petitioner union, namely, MRF Thozhilalar Sangam was formed on 29-9-2001 and the President sent a communication about the formation of the union to the respondent management. Immediately thereafter, the management embarked on a spree of victimization and terminated all the 218 members of the petitioner union. So, the petitioner union filed W.P. No. 20591 of 2001 before the Hon'ble High Court of Madras against the respondent company seeking for reinstatement of the workers so terminated. In the meanwhile, the management started engaging outsiders to do the work hitherto done by the said workers and the petitioner union filed another writ petition in W.P. No. 19 of 2002 before the Hon'ble High Court, Madras seeking a direction to the respondent not to recruit any outsiders without first giving employment to the members of the petitioner union. The respondent management also created a puppet union under the name "M.R.F. Employees Union" which is closely resembled that of the petitioner union.

2(iv) On 10-6-2002, the Hon'ble Court of Madras was pleased to pass a common order in W.P. Nos. 20591 of 2001 and 19 of 2002. It is observed by the Hon'ble High Court in the common order that the situation created by the respondent management was most unconscionable, monstrous and deplorable and also further held that it is the formation of the petitioner union that had triggered the spree of terminations. Finally, the Hon'ble High Court allowed W.P. Nos. 20591 of 2001 and 19 of 2002 directing the reinstatement of the terminated employees with full back wages. As against the said order, the respondent management had preferred writ appeals W.A. Nos. 2043 and 2044 of 2002 and during the pendency of the appeals, the management has reinstated all but, 49 of the said workers. The said 49 workers include the President of the petitioner union, A. Sivanandan; General Secretary, P. Anburadjou, S. Anandavel, Joint Secretary; C. Kumaravelan, Treasurer and P. Manoharan, Joint Treasurer.

2(v) Among the 23 workmen, concerned with the present industrial dispute (petitioners) 5 of them, *viz.*, T. Arumugam, K. Subramanian, B. Velmurugan, M. Saravanan and M. Narayanan were among the workers terminated soon after the formation of the petitioner union and were thus among the workers involved in the case in W.P. No. 20591 of 2001. All the said workmen had been designated as trainees although they have involved in the regular tyre manufacturing activity in the factory and had been working continuously in the factory for periods from about 1 and ½ years to 4 and ½ years. The service details of the said 23 workmen have been indicated in the Annexure.

2(vi) The said retrenched 23 employees are workmen within the definition of section 2(s) of the Industrial Disputes Act, 1947. The said workers were not being given any training and had in fact been engaged in direct production of work in the factory on a regular basis. Taking into consideration the nature of work performed by the petitioners, although they continued to be designated as 'Apprentices/ Trainees' by the respondent management, they are nothing but workmen within the meaning of section 2(s) of the Industrial Disputes Act. The action of the respondent management in failing to confer permanency on them is an unfair labour practice as per Entry 10 of the Fifth Schedule to the Industrial Disputes Act, 1947 read with section 2(ra) of the Act.

2(vii) The Management pressurized the reinstated workmen to join in its puppet union, namely, MRF Employees Union (Registration No.1287/RTU/2002). Membership of the MRF Employees Union is a pre-condition for all the subsequently recruited persons to join work. On 8-7-2002, the management entered into a so-called settlement with its puppet union and forced the workers in the factory including the members of the petitioner union to sign a register indicating their acceptance of the said so-called settlement. After the said settlement was signed, the management designated over 35 workmen belonging to the said union as permanent.

2(viii) In December 2003 sought for the workmen reinstated by the management during the pendency of Writ Appeal No. 2043 of 2002 be absorbed by the company in permanent service with retrospective effect. It was also sought that the 49 workers who had not been earlier retrenched be reinstated in service. However, the management did not favourably considered these fair and just demands of the petitioner union. President of the petitioner union undergone a fast between 11-2-2004 and 15-2-2004 near the factory. At that time, the membership of the petitioner union increased to 390 members with 210 more workers in the factory joining the union. On 14-2-2004, the petitioner union made representations to the Chief Inspector of Factories, Pondicherry and other authorities and also the Secretary, Department of Labour, Government of Pondicherry regarding the unauthorized massive engagement of contract labour in direct manufacturing processes in the factory and sought that appropriate action be taken.

2(ix) With a view to victimize the workers for indicating their overwhelming support for the petitioner union, on 21-2-2004, the respondent management declared a lock-out of the factory

onwards, alleging that the workman had been intimidating and gheraoing the staff, striking work intermittently each day, obstructing the staff in carrying out their duties, abusing their superiors, going-slow, etc.,. Further, it was alleged that the workman had been assembling unauthorisedly in front of the administrative building during shift hours demanding reinstatement of the workmen terminated from the service in the year 2001 and the withdrawal of the suspension orders issued to some of the workmen. Further, it was stated that the agitating workmen had progressively become more aggressive and that the lockout was being declared in the interest of the physical safety of the supervising staff and the officers.

2(x) There is not an iota of truth in the said allegations of the respondent management and the lock-out was declared only because of the majority of the workers had clearly indicated their support for the petitioner union. The lockout is illegal and unjustified and amounts to an unfair labour practice. So, the petitioner union has raised an industrial dispute as against the said lockout and W.P. No. 39259 of 2004 was filed before the Hon'ble High Court, Madras seeking that conciliation proceedings be initiated in respect of the said industrial dispute.

2(xi) The management through its production supervisors and area-in-charges informed the workmen that only those of them who left the membership of the petitioner union and joined its puppet union would be allowed in the factory. Under such pressure, apart from 32 workers, the other locked out workers signed the membership forms of the management's puppet union and the registers to indicate their acceptance of the so-called settlement of 8-7-2002 and they were allowed to work in the factory.

2(xii) The petitioners herein have always been ready and willing to work in the factory but, on account of the imposition of such a condition which is in violation of the fundamental right under the Constitution of India and the illegal and unjustified lockout was continued on them.

2(xiii) In March 2004, the management sent telegrams and letters to (1) S. Bhagyaraj, (2) G. Sekar and (3) D. Deenadayalan asking them to report for work. But, the said three workers sent replies to the management stating that they could return for work as soon as the lockout is unconditionally lifted for all the workers in accordance with law. But, thereafter, to their shock and surprise, the respondent management arbitrarily terminated the services of S. Bhagyaraj, G. Sekar and D. Deenadayalan. The petitioner has

already sent letters to the management pointing out that they were not trainees but, workmen and that their termination in the said manner was against the law and not proper. In reply, the management has made utterly false allegations in a bid for termination of the service.

2(xiv) The management also issued similar orders of termination to petitioner K. Balamurugan, dated 18-3-2004, R. Panneer, dated 18-3-2004, A. Rajavel dated 22-3-2004 and K. Murali, dated 11-4-2004 falsely alleged that it was withdrawing their orders of apprenticeship with immediate effect as they had apparently not evinced any interest in continuing their training.

2(xv) The respondent management issued termination, dated 17-3-2004 to 29-3-2004 in the form of 'Memo' and it has been falsely alleged that training period with the company ended on 16-3-2004 so, his training with the company ceased with effect from 17-3-2004. Subsequently, on 7-6-2004, the respondent management issued identical orders of termination of T. Arumugam, K. Subramanian, B. Velmurugan, P. Nagamuthu, K. Kumar, J. Durai, J. Gnanamourthy, A. Ramamurthy, R. Rajalingam, A. Marudhasala Moorthy and V. Muthukumarasamy.

2(xvi) Earlier, in February 2004, the management placed 4 petitioners involved in the industrial dispute namely, V. Vanavaramban, M. Sabarinathan, M. Saravanan and M. Narayanan under suspension on the ground that they had committed acts of misconduct and also issued show cause notices to them making various false allegations against them to which they submitted explanations denying the charges made against them. Even without conducting any departmental enquiries in respect of the charges made against them, in violation of the principles of natural justice, the management terminated their services. Such orders of suspension, show cause notice and orders of termination in respect of petitioners were issued as part of the campaign of victimization by the management against the office bearers and members of the petitioner union. On 13-10-2005, the petitioner union raised an industrial dispute as against the termination of the said 23 workers from service before the Labour Officer (Conciliation), Pondicherry. Conciliation proceedings regarding the dispute were initiated pursuant to the order of the Hon'ble High Court, Madras, dated 12-6-2006 in W.P. No. 5941 of 2006. The conciliation proceedings ended in failure and on 3-8-2006, the Conciliation Officer issued his failure report and on 19-10-2006 and the dispute was referred for adjudication.

2(xvii) Grounds.— (1) The workmen concerned in the present industrial dispute are not apprentices or trainees as indicated by the management. From the very beginning the petitioners had been engaged in radial tyre production work which is regular manufacturing work of the factory. The management had engaged the petitioners under the guise of apprentices or trainees solely with a view to evade its legal obligations under various labour welfare legislations and they were not being given any training. The work performed by the petitioners was the same as that performed by the permanent workman in the factory and their workload was the same. The Hon'ble Supreme Court has held that the designation of an employee is not conclusive of his status and it is the nature of his work and which is determine whether he is a workman within the meaning of section 2(s) of the Industrial Disputes Act, 1947. So, considering the nature of work and duties and responsibilities of the petitioners, they are workmen within the meaning of section 2(s) of the Industrial Disputes Act, 1947.

(2) When the petitioners are workmen within the meaning of section 2(s) of the Industrial Disputes Act, 1947, there is no question of lapse of their 'apprenticeship' by efflux of time or their 'apprenticeship being withdrawn'. All the petitioners/workmen had been unjustly and arbitrarily terminated from the service of the company and their termination amounts to retrenchment within the meaning of section 2(oo) of the Industrial Disputes Act, 1947. The termination of the services is therefore in violation of the provisions of section 25 (F) and 25(N) of Industrial Disputes Act.

(3) The issue of impugned orders of termination is therefore *mala fide* and amounts to an unfair labour practice under section 2(ra) of the Industrial Disputes Act, 1947 read with the fifth Schedule of the Act.

(4) In respect of the workmen V. Vanavaramban, M. Sabarinathan, M. Saravanan and M. Narayanan, they have been dismissed from service in gross violation of the principles of natural justice in as much as even no disciplinary proceedings were held in respect of the charges made against them prior to their termination on the basis of the charges. The allegation of the management that it was not practical and feasible to hold enquiries in this type of matters is totally false. The termination of service is nothing but a measure of victimization on account of their trade union membership.

(5) The workmen concerned in the dispute have not been gainfully employed anywhere else following the termination of their services. So, it is prayed to answer the reference as follows:

(i) holding that the following dismissed/retrenched/terminated workers, namely, Tvl. (1) T. Arumugam, (2) K. Subramanian, (3) B. Velmurugan, (4) P. Nagamuthu, (5) S. Bakiaraj, (6) A. Arulselvan, (7) G. Sekar, (8) D. Deenadayalan, (9) K. Murali, (10) K. Kumar, (11) A. Rajavel, (12) K. Balamurugan, (13) J. Durai, (14) J. Gnanamurthy, (15) A. Ramamurthy, (16) R. Panneer, (17) R. Rajalingam, (18) Marudahachalamurthy, (19) V. Muthukumarasamy, (20) Vanavaramban, (21) M. Sabarinathan, (22) S.M. Saravanan, (23) M. Narayanan in the management of M/s. MRF Limited, Pondicherry are workmen within the meaning of section 2(s) of the Industrial Disputes Act, 1947;

(ii) that their discharge/termination/dismissal from service amounts to unfair labour practice and in violation of the provisions of the Industrial Disputes Act, 1947 and

(iii) that they are entitled to the relief of reinstatement with full backwages, continuity of service and all consequent and attendant benefits.

3. The facts set out in the counter filed by the respondent management are stated as follows:

3(i) The petition is not maintainable either on law or on facts. The petitioners are not eligible to raise any industrial dispute as they are not workman as defined under section 2(s) of Industrial Disputes Act, 1947. All the petitioners in 23 numbers are trainees and they are not workmen and hence question of invoking industrial dispute under section 2(k) of the Industrial Dispute Act does not arise even remotely. The apprenticeship order issued to the 23 petitioners/trainees contains in the following clause:

"On completion of the total Apprenticeship Period, your service with us as apprentice will stand automatically terminated. However, you may be considered for the Post of Probationer on satisfactory completion of the training by the company at its discretion, depending upon the exigencies and vacancy position. Your status of apprentice, will not change until it is changed by the company in writing.....".

Apprenticeship order further states that "..... your apprenticeship is liable to be terminated by the company without notice or assigning any reasons thereto. The apprentice appointment will automatically cease at the end of the periods specified". petitioners have signed the individual apprenticeship Order understanding the terms and conditions of the order and now they are estopped from challenging

the order of apprenticeship by praying for reinstatement with all attendant benefits. So, the reference of the present industrial dispute by the petitioner is bad under law and it is liable to be dismissed as devoid of merits.

3(ii) Petitioner union had no *locus - standi* to espouse the cause of the 23 petitioners and more particularly invoking section 2(k) of Industrial Disputes Act. As the petitioners are individual trainees they have to individually agitate their cause as contemplated under Section 2-A of the Industrial Disputes Act, 1947. The petitioners are strangers to the union so that the petitioner is not entitled to prefer the dispute. It is not a dispute between employer and workman and it is the dispute between an individual trainee and the employer. Having fully understood the terms and conditions of the Apprenticeship Order, the petitioners cannot change the same through the union as the respondent management is well within their right to terminate the order of Apprenticeship as per the recitals of the Apprenticeship Order. The petitioners/trainees, namely, (i) V. Vanavaramban, (ii) M. Sabarinathan and (3) S.M. Saravanan and (iv) M. Narayanan have indulged in serious misbehavior and misconduct during the apprenticeship period and their training was terminated in accordance with the conditions of the Apprenticeship Order. The respondent management is not concerned whether an individual trainee is a member of any Trade Union and absorption of an individual trainee into the services of the management are clearly enshrined in the Apprenticeship Order and only after undergoing the period of training successfully order of appointment will be issued. In the instant case many trainees have not reported for training and in spite of issuance of notice/telegrams by the respondent management, the individual trainees failed to report and left training by their volition. Hence, the claim of the petitioners has to be dismissed.

4. Facts set out in the additional counter are stated as follows:

4 (i) Clause 3 of the certified standing orders of the respondent company speaks about the classification of workman and clause 3.6 deals with Apprenticeship Act under the Apprenticeship Act, 1961.

Admittedly, 450 permanent workmen are working in the Puducherry factory and all of them had undergone the training for 42 months. There is a codified training programme. There has always been a notified training officer. In respect of every trainee, there is a skill matrix

sheet maintained periodically or once in three months recording the progress of every trainee to the Apprenticeship. In respondent's factory training is bonafide and structured one with periodical monitoring of the progress regarding the knowledge, skill and development of his work.

4(ii) Clause 2(g) of the Model Standing Orders framed by the Central Government defines an Apprentice to mean "a learner who is paid allowance during the period of his training". It is noteworthy that no period has been stipulated for the period of Apprenticeship. The standing orders of the respondent company was certified on 10-7-2003. After certification of standing orders the respondent management is engaging trainees, as was done before, in terms of the certified standing orders. Since July 2003, 159 persons, who were subsequently taken as trainees, on successful completion of the training were offered regular employment. In the light of the foregoing, there is no scope for the petitioner to contend that the engagement of trainees by the respondent was not *bona fide*, nor genuine, nor was resorted to so as to call it as an unfair labour practice.

4(iii) On 3-1-2002, a section of the workmen, including the apprentices who were dis-satisfied with the attitude of the petitioner union, started another union called MRF Employees Union. While the petitioner union was relentlessly carrying on some litigation or the other, the group of workmen belonging to MRF Employees' Union submitted a Charter of Demands and commenced negotiations. On 18-7-2002, a settlement was made between the management and MRF Employees' Union. The settlement was accepted by 243 workmen including some of the Apprentices involved in this dispute. In fact, some of the workmen involved in the present dispute were all parties to the settlement.

4(iv) Members of the petitioner union refused to receive the benefit of the settlement demanding that the 49 terminated workmen should be reinstated. The workmen who were members of the petitioner union were indulging in various acts of indiscipline to press their demand for reinstatement of the 49 terminated workmen even during 2002 and 2003.

4(v) As a group of workmen claiming to be members of the petitioner union resorted work stoppage and continued agitations the respondent was obliged to declare a lockout to 23 workmen who were indulging in such disruptive activities. This included 16 Apprentices who are involved in the present dispute.

4(vi) After the lockout on 21-2-2004, a clear message was sent to all the workmen affected by the lockout that if they give an undertaking of resumption of normal work, they would be permitted to resume duty. Thereafter, several workmen gave undertaking and received work. Infact, among the petitioners D. Dheendhayalan, K. Murali, R. Paneer, S. Bagyaraj and A. Arulselvan give undertaking and the reported for training for subsequently did not report for further training.

4(vii) Apprentice V. Vanavaramban was taken apprentice as per Apprenticeship Order dated 1-3-2002 his training was not satisfactory and he was seen loitering during working hours and he instigated the other workmen indulging strike. He was placed under suspension on 16-2-2004 and show cause notice was issued on 22-2-2004 as he gave reply on 4-3-2004 and reply was not satisfactory on 29-3-2004, his apprenticeship terminated as per clause 13 of the terms and conditions of Apprenticeship Order. His cessation of Apprenticeship was preceded with an act of misconduct for which he was issued with show cause notice.

4(viii) Thiru Sabarinathan was appointed as apprenticeship by order, dated 7-11-2002 and he instigated and incited contract workman and he misbehaved in a riotous and disorderly manner. He disobeyed instruction given by foreman. He was placed under suspension on 15-2-2004 and show cause notice, dated 22-2-2004 was sent to him and ultimately by an order of termination, dated 29-3-2004 he was terminated by stating reasons for his termination.

4(ix) Thiru M. Narayanan as an Apprentice joined on 9-6-2000 and he was found sitting on cured tyres so he was given severe warning letter on 13-1-2003 for the misconduct. Narayanan instructed all the workmen not to have dinner during second shift. He was always using filthy language, so he was placed under suspension on 14-2-2004. On 17-2-2004 he was issued with show cause notice calling upon him to show cause, why disciplinary action should not be taken against him for the acts of misconduct committed by him and he gave a reply, dated 23-3-2004. Even after suspension, he was indulging in various disruptive activities and all such instances were mentioned in the order of termination, dated 11-4-2004.

4(x) Thiru S.M. Saravanan was taken as an Apprentice on 9-6-2002. On 13-2-2004 during the shift hours, he resorted to a work stoppage at he will squatted in the premises *en-masse* and deserted the

work spot at 6.45 pm itself. He was found heckling the Supervisors. He dis-obeyed the orders of Departmental Supervisor and abused him, so he was placed under suspension. On 17-2-2004 on the same day show cause notice was issued calling upon him and he gave a reply on 5-3-2004. As the reply was not satisfactory, he was placed under on 11-4-2004 his services was terminated for the various acts of misconduct referred to in the termination order.

4(xi) Thiru D. Dheenadhayalan was taken as an Apprentice *vide* apprenticeship order, dated 1-3-2002 and he was directed to attend the training in the Production Department. He was unauthorizedly absent from 12-11-2002 to 11-12-2002 and it was proceeded by way of disciplinary action. He gave an undertaking, expressing regret for his misconduct. Based on the letter he was permitted to resume training. Once again from 6-3-2004, he stopped reporting for training. So, on 16-3-2004 a phonogram was sent by the respondent management asking him to report for training immediately. Since there was no reply or letter from him it clearly expressed his unwillingness to resume for training. Instead of reporting for training, he sent an undated letter stating that he would report for work only if all the terminated individuals returned to work. The respondent management terminated his services on 11-4-2004 for willfully abandoning the training and for the various acts of misconduct referred to the termination order.

4(xii) Thiru S. Bagyaraj was taken as an Apprenticeship as per order, dated 1-3-2002. He committed misconduct and on account of admission of the 10 commission of such misconduct through his letter, dated 17-3-2004 the said S. Bagyaraj was permitted to resume training on 18-3-2004. Thereafter he stopped reporting for training from 23-3-2004. On 2-4-2004, a phonogram was sent by the respondent management asking him to report for training immediately. Instead of reporting for training, a reply letter, dated 19-4-2004 was sent by him stating that he would report for work only if all the terminated individuals returned to work which clearly expressed his unwillingness to resume for training. The respondent management on 23-4-2004 terminated his services for willfully abandoning the training and for various acts of misconduct referred to in the termination order.

4(xiii) Thiru G. Sekar was appointed as an Apprenticeship as per order, dated 15-4-2002 containing the terms and conditions and he was directed to attend training in the Production Department. Thereafter, he was not reporting for training from 19-2-2004. On 13-3-2004, a letter was sent by the respondent management asking him to

report for training immediately. Instead of reporting for training, a reply letter, dated 29-3-2004 was received stating that he would report for work only if all the terminated individuals returned to work which clearly expressed his unwillingness to resume for training. The respondent management on 01-4-2004 terminated his services for willfully abandoning the training and for the various acts of misconduct referred to in the termination order.

4(xiv) Thiru K. Murali was taken as an Apprenticeship as per the order dated 7-5-2002 containing the terms and conditions and was directed to attend training in the Production Department. On account of admission of the commission of misconduct through letter, dated 1-3-2004, the said K. Murali was permitted to resume training on 1-3-2004. Thereafter the said K. Murali again stopped reporting for training from 2-3-2004 which clearly expressed his for work only if all the terminated individuals returned to work which clearly expressed unwillingness to resume for training. So the respondent management on 11-4-2004 terminated his services for willfully abandoning the training and for the various acts of misconduct referred to in the termination order.

4(xv) Thiru K. Balamurugan was taken as an apprenticeship as per order, dated 6-6-2002 containing the terms and conditions and was directed to attend training in the Production Department. Thereafter he was not reporting for training from 19-2-2004. On 13-3-2004, a letter was sent by the respondent management asking him to report for training immediately. The respondent management on 18-3-2004 terminated his services for willfully abandoning the training and for the various acts of misconduct referred to in the termination order.

4(xvi) Thiru R. Paneer was appointed as an apprenticeship as per order, dated 7-6-2002 containing the terms and conditions and was directed to attend training in the Production Department. On account of his admission of the commission of misconduct through letter, dated 27-2-2004, the said R. Paneer was permitted to resume training on 27-2-2004. Thereafter, the said R. Paneer again stopped reporting for training from 28-2-2004 which clearly expressed his unwillingness to resume for training. So, the respondent management on 11-4-2004 terminated his services for willfully abandoning the training and for the various acts of misconduct referred to in the termination order.

4(xvii) Thiru A. Rajavel was appointed as an apprenticeship as per the order, dated 15-7-2002 containing the terms and conditions and was directed to attend training in the Production Department.

Thereafter he was not reporting for training from 21-2-2004. On 13-3-2004, a letter was sent by the respondent management asking him to report for training immediately. Instead of reporting for training, a reply letter, dated 14-3-2004 sent by him stating that he would report for work only if all the terminated individuals returned to work which clearly expressed his unwillingness to resume for training. The respondent management on 22-3-2004 terminated his services for willfully abandoning the training and for various acts of misconduct referred to in the termination order.

4(xviii) Thiru A. Arulselman was taken as an Apprenticeship as per order, dated 1-1-2002 containing the terms and conditions and was directed to attend training in the Production Department. In view of the terms and conditions of Apprenticeship order, on completion of apprenticeship period, the services of A. Arulselman were terminated on 17-3-2004.

4(xix) Thiru K. Subramanian was taken as an Apprenticeship as per order, dated 1-12-1999 containing the terms and conditions. On account of commission of various misconducts during the Apprenticeship period, the respondent management requested the said K. Subramanian to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xx) Thiru K. Kumar was taken as an Apprenticeship as per order, dated 1-3-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said K. Kumar to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxi) Thiru A. Maruthasala Moorthy was taken as an Apprenticeship as per order, dated 1-3-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said A. Maruthasala Moorthy to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking

which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of Apprenticeship is fully justified.

4(xxii) Thiru A. Ramamurthy was taken as an Apprenticeship as per order, dated 13-4-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said A. Ramamurthy to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxiii) Thiru R. Rajalingam was taken as an Apprenticeship as per order, dated 18-5-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said R. Rajalingam to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxiv) Thiru J. Durai was taken as an Apprenticeship as per order, dated 6-6-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said J. Durai to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxiv) Thiru J. Gnanamurthy was taken as an Apprenticeship as per order, dated 7-6-2002 containing the terms and conditions. On account of commission of various misconducts during the Apprenticeship period, the respondent management requested the said J. Gnanamurthy to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxv) Thiru V. Muthukumarasamy was taken as an Apprenticeship as per order, dated 18-6-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said V. Muthukumarasamy to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxvi) Thiru P. Nagamuthu was appointed as an Apprenticeship as per order, dated 30-6-2002 containing the terms and conditions. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said P. Nagamuthu to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxvii) Thiru T. Arumugam was selected as an Apprentice and he had to abide by the terms and conditions of the apprenticeship order. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said T. Arumugam to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of apprenticeship is fully justified.

4(xxviii) Thiru Velmurugan was selected as an Apprentice and he had to abide by the terms and conditions of the apprenticeship order. On account of commission of various misconducts during the apprenticeship period, the respondent management requested the said Velmurugan to give an undertaking to work peacefully in the respondent factory. But, he was not prepared to give undertaking which clearly expressed his unwillingness to resume for training. So, the respondent management on 7-6-2004 terminated his services on account of efflux of time and the cessation of Apprenticeship is fully justified.

4(xxix) All the above mentioned trainees, committed various acts of misconducts, disobedience and insubordination during the apprenticeship period.

Clause 13 of the terms and conditions of the Apprenticeship Order clearly specifies about Termination of Apprenticeship without notice or compensation.

Clause 17 of the terms and conditions of the apprenticeship order stipulates that "Mere fact that you had undergone this Apprenticeship Training, does not guarantee you any automatic further employment or confirmation".

The Hon'ble Division Bench of Hon'ble High Court of Madras by its order, dated 4-1-2008 in W.A. No. 2043 and 2044/2002 was pleased to modify the order in W.P. No. 20591/2001 and WP. No. 19/2002 to the extent that the dismissed/terminated employees had to approach the Labour Court or the Industrial Tribunal.

Further the petitioner union preferred SLP (Civil) No. 6004-6009/2004 and the Hon'ble Supreme Court of India by its record of proceedings dismissed the Special Leave Petitions on 12-5-2009. The management does not in any way interfere in the affairs of the petitioner union. It is specifically denied that the respondent made membership to the MRF Employees Union as pre-condition for subsequently recruited person to join work. The 23 individual apprentices did not come forward to give the undertaking, so apprenticeship of those apprentices who failed to give the undertaking was terminated on the ground that they were not interested to continue as apprentice.

4(xxx) It is denied that Termination/Cessation amount to "Retrenchment" within the meaning of Section 2(oo) of Industrial Disputes Act, 1947 and therefore, it is in violation of Sections 25F and 25N of the Industrial Disputes Act, 1947. It is denied that Termination of the Services of the 23 Individual Apprentices is nothing but a measure of victimization on account of their Trade Union Membership. During the period of Training, the 23 Individual Apprentices had indulged in acts of indiscipline, insubordination, using filthy and obnoxious language, aiding and abetting the co-workers to squat, instigating other workers and the respondent management cannot be a silent spectator to the commissions of the 23 Individual Apprentices which is in violation of the Certified Standing Orders/Individual Apprenticeship Orders as the respondent management cannot compromise on discipline even to a slightest extent.

4(xxxi) The petitioner union cannot alter the status of the apprentices and sought for reinstatement of the 23 Apprentices with continuity of service as this relief does not apply to the instant 23 individual Apprentices who were governed by the Certified Standing Orders/Individual Apprenticeship Orders. Hence, the claim has to be dismissed as devoid of merits with exemplary costs.

5. On the side of the petitioner union PW.1 Thiru S. Sasikumar, General Secretary and the union and PW. 2 C. Rajadurai have been examined and Ex.P1 to P64 were marked. On the side of the respondent management, no oral evidence let in but, Ex.R1 to R116 have been marked.

6. *The point for consideration is:*

(1) Whether the 23 trainees involved in this case are only 'Apprentices' appointed under Apprenticeship Orders as specified in the certified standing order, and the respondent management is entitled to terminate their services without any notice and enquiry as per the terms and conditions of the Apprenticeship Appointment Order and Certified Standing Order?

(2) Whether the 23 trainees are workmen as defined under section 2(s) of Industrial Disputes Act are entitled to maintain this Industrial dispute?

(3) Whether this industrial dispute has to be allowed?

7. *On this points 1 and 2:*

The respondent management, namely, M/s. MRF Limited is a unit (factory) engaged in manufacturing radial tyres in Pondicherry which was commissioned in the year 1998. The manufacture of radial tyres and components thereof is a highly technical and complicated process involving several automatic machineries with controls by logistic progress. Nearly 450 permanent workmen are working in the factory. The tyre manufacturing activities are broadly classified into three zones, namely, (i) Preparatory, (ii) Assembly and (iii) Curing and Finishing.

8. According to the petitioner trade union, namely, 'MRF Thozhilalar Sangam' was registered in the year 2001 with Registration No.1278/RTU/2001 and it was duly communicated to the respondent management. Several workmen, Apprentices, Probationers, Temporary and Contract Labourers joined as members in the petitioner union and the union raised several demands for the welfare of the labourers. Irked by the activities of the petitioner sangam the management immediately started victimization and termination of service of several employees. It is

pertinent to note that no permanent workmen was engaged by the management. After formation of the petitioner union, the management started to victimize workers and terminated nearly 218 members of the petitioners. The petitioner union preferred writ petition WP. No. 20591 of 2001 and WP. No. 19 of 2002 before the Hon'ble High Court of Madras for the welfare and to safeguard the interest of employees and this Writ Petitions were allowed. The management preferred writ appeals in WA Nos.2043 of 2002 and 2044 of 2002 and during 'the pendency of writ appeals most of the terminated employee were reinstated and many of them became permanent employees, except 49 workers. The 23 trainees concerned in this industrial dispute were dismissed from service without any show cause notice or enquiry under the guise of apprentices. Section 2(s) of the Industrial Dispute Act says "workman means a person (including a apprentice employee in any industries), so even if the 23 workmen concerned in this industrial dispute are 'apprentices' they are also entitled to get all the legal benefits and protection under the legislation and their termination of service is illegal and amounting to unfair labour practice. These 23 workmen have been terminated by the respondent management without notice of enquiry, so they are entitled for re-employment with back wages, continuity of service and other attendant benefits.

9. Refuting the allegations and charges, the respondent management has contended that the 23 Apprentices involved in the dispute or only Apprenticeship/Trainees and they have been appointed on different dates under Apprenticeship Orders. The Certified Standing Order of the respondent management permits to appoint Apprentices and Probationers as per the requirements. As per the Apprenticeship Order every apprentice should undergo 42 months of training in different sections and only on successful completion of training for the prescribed period the apprentice will be absorbed as a 'Probationer'. After satisfactory completion on probationary period the management may consider such probationer for permanency. All the 23 trainees knowing the terms and conditions and joined the training course. While undergoing training some of the trainees committed disobedience and some of them indulged in acts of indiscipline, insubordination and misbehaviour. Some other trainees discontinued training course despite receiving intimation sent by management. So, service of some trainees was terminated even before completion of training period. In respect of some

other trainees those who were undergoing training beyond the prescribed period also indulged in grave misconduct, disobedience and abused superiors in filthy languages. Advice letters, notice of warning were issued on several occasions and as the training of these apprentices was not satisfactory the management terminated their service without any notice and enquiry and all the apprentices are bound by the terms and conditions of Apprenticeship Order since, they have been appointed only as apprentices. The 23 trainees are not members of the petitioner union.

None of the 23 terminated apprentices was examined as a witness in this proceedings to speak about their nature of employment and work. So, the claim of the petitioner union is unsustainable under the Industrial Dispute Act and it is liable to be dismissed. The names of the 23 apprentices involved in the dispute and their date of joining, token number, date of termination are furnished in the following tabular column:-

ANNEXURE

Service Details of the Workmen involved in the Industrial Dispute

Sl. No.	Name and designation	Token No.	Date of joining	Date of termination
(1)	(2)	(3)	(4)	(5)
1	T. Arumugam Trainee.	90012	17/03/00	7-6-2004
2	K. Subramanian Trainee.	70061	01/06/99	7-6-2004
3	B. Velmurugan Trainee.	90104	15/08/00	7-6-2004
4	P. Nagamuthu Trainee.	70381	30/06/02	7-6-2004
5	A. Arul Selvan Trainee.	70163	01/01/02	17-3-2004
6	K. Kumar Trainee.	70197	01/03/02	7-6-2004
7	J. Durai Trainee	70358	06/06/02	7-6-2004
8	J. Gnanamurthy Trainee.	70359	07/06/02	7-6-2004
9	A. Ramamurthy Trainee.	70281	13/04/02	7-6-2004
10	R. Rajalingam Trainee.	70340	18/05/02	7-6-2004
11	A. Marudhachalamurthy Trainee.	70215	01/03/02	7-6-2004

(1)	(2)	(3)	(4)	(5)
12	V. Muthukumarasamy	70371	18/06/02	7-6-2004
	Trainee.			
13	S. Bagyaraj	70224	01/03/02	23-4-2004
	Trainee.			
14	G. Sekar	70287	01/03/02	1-4-2004
	Trainee.			
15	D. Deenadayalan	70215	01/03/02	23-4-2004
	Trainee.			
16	K. Murali	70325	07/05/02	11-4-2004
	Trainee.			
17	A. Rajavel	70424	5/07/02	22-3-2004
	Trainee.			
18	K. Balamurugan	70357	06/06/02	18-3-2004
	Trainee.			
19	R. Paneer	703620	7/06/02	18-3-2004
	Trainee.			
20	V. Vanavaramban	70213	01/03/02	29-3-2004
	Trainee.			
21	M. Sabarinathan	70431	07/11/02	29-3-2004
	Trainee.			
22	M. Saravanan	90111	09/06/00	11-4-2004
	Trainee.			
23	M. Narayanan	90053	9/6/2000	11-4-2004
	Trainee.			

10. The apprenticeship orders in respect of the above mentioned 23 trainees are produced by both sides. It is an admitted fact all the 23 trainees pertaining to this industrial dispute have been appointed only through Individual Apprenticeship Orders.

11. Thiru Sasikumar, General Secretary of the petitioner union has been examined as PW.1. PW.1 during cross examination has categorically admitted that;

“2006-ல் எதிர்மனுதாரர் தொழிற்சாலையில் பணியில் சேர்ந்தேன். நான் Apprentice-ஆக சேர்ந்தேன். முதல் ஆறு மாதம் Apprentice-ஆக இருந்தேன். மேலும் ஒரு வருடம், மீண்டும் ஒரு வருடம் ஆக மூன்று வருடமாக Apprentice-ஆக இருந்தேன். எங்கள் நிலையாணையில் இதுபோன்று தொடர்ந்து Apprentice இருக்கலாம் என இருக்கிறது. சரிவர பணி செய்தால் மட்டுமே தொடர்ந்து Apprentice-ஆக பணி செய்ய முடியும் Apprentice காலம் முடிந்த பிறகு தகுதிக்கான பருவம் (Probational) என்று ஒரு காலம் உண்டு. அது ஆறு மாதம் காலம் ஆகும். அந்த தகுதிக்கான பருவ காலத்தில் திருப்திகரமாக பணி செய்தால் மட்டுமே பணியாளர்கள் நிரந்தரமாக்கப்படுவார்கள் என நிலையாணையில் உள்ளது.

மனுதாரர்கள் 23-ன் பேர் மீது நிர்வாகம் என்ன நடவடிக்கை எடுத்தது என்பது பற்றி எனக்கு தெரியாது.....”

மனுவில் குறிப்பிட்ட 23 பேர்களும் Apprentice ஆவர். அவர்கள் Probationer என்ற தகுதிக்கு அவர்கள் வரவில்லை. மனுதாரர்கள் 23-ன் பேர் மீது நிர்வாகம் என்ன நடவடிக்கை எடுத்தது என்பது பற்றி எனக்கு தெரியாது. அந்த 23 பேரும் தனித்தனியாக வழக்கு ஏதும் தாக்கல் செய்யவில்லை. அந்த 23 பேர்களும், இவ்வழக்கை எடுத்து நடத்துங்கள் என்று எழுத்து மூலமாக கடிதம் கொடுத்தார்களா? என்றால் இல்லை. எங்கள் தொழிற்சங்கத்தை நிர்வாகம் இன்றைய தேதிவரை அங்கீகரிக்கவில்லை. தொழிற்சாலையில் உள்ள அதிகபட்ச தொழிலாளிகள் எங்கள் தொழிற்சங்கத்தில் மட்டுமே இணைந்து செயல்படுகின்றனர்? ஆனால் நாங்கள் தொழிற்சங்கத்தை அங்கீகரிக்க எந்த கடிதமும் கொடுக்கவில்லை. அப்படி கடிதம் கொடுத்தாலும் வாங்கமாட்டார்கள்.”

Further cross examination on 21-8-2013 and 28-8-2013 PW.1 has admitted that-

“ஆர். 116 (Ex.R116) எங்கள் கம்பெனியின் நிலையாணை (Standing Order) என்றால் சரிதான். இந்த நிலையாணையில் சரத்து 3.6-ல் Apprentice செயல்பாட்டின் திருப்திகரம் இல்லை என்றால் நிர்வாகம் எவ்வித காரணமும் கூறாமல் வெளியேற்றி விடலாம் என கண்டிருக்கிறது என்றால் சரிதான். Apprentice பணிசெய்து கொண்டிருக்கும் நபருக்கு தகுதிகான பருவம் (Probation) அடையும் உத்தரவு பெறும்வரை அவர் Apprentice-ஆகவே கருதப்படுவார் என்றால் சரிதான்.....”

அதில் Ex.R1 சரத்து 2-ல் Apprentice-ஆக 42 மாதங்கள் என குறிப்பிடப்பட்டுள்ள என்றால் சரிதான். நானும் 42 மாதங்கள் Apprentice-ஆக பணி புரிந்து பிறகு தகுதிக்கான பருவம் அடைந்தேன். மனுவில் கண்ட 23 நபர்களுமே Apprentice-ஆக பதவி காலத்திலேயே நிர்வாகம் அவர்களை வெளியேற்றிவிட்டது. ஏன் அவர்களை நிர்வாகம் வேலையை விட்டு அனுப்பியது என்பதைப்பற்றி எனக்கு தெரியாது.....”

அதில் (Ex.R36 Apprenticeship Order) ஆறாவது சரத்தில் எந்த காரணமும் இல்லாமல் Apprentiice பதவியில் இருக்கும் நபரை எந்த நேரத்திலும் வெளியேற்றலாம் என கண்டிருக்கிறது”.

Again during cross examination of PW.1 on 4-9-2013 he has admitted that-

இந்த 23 நபர்களுக்கு அளிக்கப்பட்ட Apprentice உத்தரவு மற்றும் அதில் கண்ட சரத்துக்கள் எதுவும் சட்டப்படி ஏற்கத்தக்கதல்ல. என்று குறிப்பிட்டு எந்த ஒரு கடிதமும் தொழிற்சங்கத்தை சார்ந்த இந்த 23 நபர்களோ அல்லது தொழிற்சாலையோ, நிர்வாகத்திடம் கடிதம் ஏதேனும் எழுதினோமா என்றால் இல்லை.

Ex.R29-ல் தீனதயாளன் என்ற Apprentice தான் மது அருந்திவிட்டு பணிக்கு வந்ததை ஒப்புக்கொண்டு, தான் பணியிலிருந்து வெளியேறுவதாகவும், தன்னை மன்னிக்குமாறு குறிப்பிட்டு கடிதம் கொடுத்துள்ளார்.”

"Pointing out the above quoted specific admissions given by PW.1 during cross examination the learned counsel for the management vehemently argued that only as per the standing order trainees are appointed subject to the terms and conditions of Apprenticeship Orders. So, as incorporated in the certified standing order and mentioned in the apprenticeship order, an apprentice/trainee can be terminated at any time without any show cause notice or enquiry."

12. Copy of the Certified Standing Order of the respondent management is produced as Ex.R.116. In Ex.R116 clause 3.6 speaks about Apprentice/Trainee that.

"The apprenticeship period will be 42 months comprising 4 spells, the first spell is for six months and the remaining three spells each are for one year duration and the company is not obliged to employ after the conclusion of their apprenticeship. At the expiry of any spell each trainee will be assessed and evaluated and on satisfactory completion of the training in each spell, the trainee will be put on training for the next spell. On completion of the total apprenticeship period, the services as an Apprentice will stand automatically terminated. However, they may be considered for the post of Probationer on satisfactory completion, of training by the company at it's discretion depending upon the exigencies and vacancy position. The status as an Apprentice will not change until it is changed by the company in writing. During the time of apprenticeship they will receive only stipend. "Further Clause 22.0 deals with termination of employment and Clause 22(1) reads that "Subject to the provisions relating to the misconduct as provided in the service conditions, the service of the workman may be terminated by the company for a reasonable cause giving one month notice in writing or wages in lieu thereof. However, no notice/wages in lieu thereto "shall be necessary in the case of a Probationers/Casual/Temporary/ Apprenticeship Trainee by Part-time workman."

13(1) In the Apprenticeship order clause 4 of the terms and conditions reads as "On completion of the total apprenticeship period, your services with us as an apprentice will stand automatically terminated. However, you may be considered for the post of Probationer on satisfactory completion of training by the company at its discretion, depending upon the exigencies and vacancy position. Your status as an Apprentice will not change until it is changed by the company in writing.

13(2) Clause 6 says that "during each spell of your training your apprenticeship is liable to be terminated by the company without notice or assigning any reason thereto. The Apprentice appointment will automatically ceases at the own period specified".

13(3) Clause 11 reads that "you (Apprentice) will be subject to the standing orders and the rules and regulations of the company as are under force from time to time".

13(4) Clause 13 says that "should you (Apprentice) be guilty at any time of neglect of work, in-subordination, indulgence or abetment of any misconduct involved moral turpitude' or breach of any of the terms and conditions of your appointment, the company shall have the right to terminate your appointment without notice or compensation, in lieu of notice".

14. All the 23 trainees concerned with the industrial dispute had been appointed as Apprentices and working as apprentice only. PW1 has categorically admitted that he himself had undergone 42 months training and only after completing the training period he was posted as Probationer and then conferred with permanency. When the Certified Standing order and the Apprenticeship order have conferred power on the management to terminate the service of Apprentice/Trainees/Probationers without any show cause notice or enquiry, the 23 trainees related to the dispute have already been terminated for misconduct, insubordination, unauthorised absence and disobedience are not entitled to claim reinstatement with/backwages, continuity of service and other attendant benefits, according to learned counsel for the management. The learned counsel for the management further pointed out that none of the 23 trainees pertaining to this dispute have been examined as witness to substantiate their contention.

15. The petitioner union has contended that the 23 workmen had been appointed though under Apprenticeship Order they had been doing the work of permanent employees in all section and no training was imparted. But these 23 workmen were paid only some meager amount as stipend, and they had been directed to do even over time work also. The learned counsel for the petitioners pointed out some salary slips wherein over time stipend is also mentioned. Of course /in all the pay slips marked the first column shows 'basic pay/ stipend'. The learned counsel for the management replied that when the apprentice undergoing training in a particular section they may be required to attend late hours also for which over time payment has been granted and such over time payment allotted to apprentices may not lead to any interference that they were doing the regular work of permanent employees.

16. The management has produced certain records in respect of the some of the apprentices to show their misbehavior, objectionable activities, disobedience, indiscipline, insubordination, using unpreliminary words, aiding and abetting co-workers, to go on strike. The documents produced by either side relating to the 23 apprentices are discussed in detail in the following paragraphs:

16(1) Apprentice - T. Arumugam:-

In respect of Apprentice T. Arumugam his pay slips are produced as Ex.P 56 series and E.S.I. Card is produced as Ex.P62. Ex.R 99 is the office memorandum submitted by J. Oulaganadane stating that on 6-2-2003. He was directed to do a particular work but, inspite of repeated instructions to him, he left the work spot and not completed the job assigned to him. He never returned back to the work spot and left home. Ex.R100 is another note of office memorandum stating that disobedient activities of T. Arumugam. Ex.R101 is the warning letter issued to T. Arumugam, wherein, his unauthorised absence has been mentioned month-wise. It is mentioned in this letter that T. Arumugam was habitually absenting from training which constitute serious misconduct under clause No. 25.6 of the certified standing orders. Ex.R 102 is the another warning letter, dated 9-9-2003, wherein, unauthorized absence of Apprentice T. Arumugam is specified and he was severely warned. Ex.R 103, dated 2-11-2003 and Ex.R 104, dated 20-11-2003 are other warning letters issued to Apprentice T. Arumugam explaining his unauthorised absence for many days and he has again warned to be carefully in future. Ex.R 105 is the memo., dated 7-6-2004 issued stating that your (T. Arumugam) apprenticeship with the company ceased with immediate effect by efflux of time. (Ex.P 25).

The said T. Arumugam was appointed as a Trainee on 17-3-2000 and his training was ceased with effect from 7-6-2014. Of course, the said T. Arumugam was permitted to continue training beyond the period of 42 months. But, in the mean time, he had been severely warned on many occasions by the management. Ultimately, Apprentice T. Arumugam was unauthorizedly absent for many days during the course of training. On assessment and evaluation, he did not complete the training satisfactorily in each spell, so his apprenticeship was terminated on 7-6-2004 as soon from Ex.R 105.

16(2) Apprentice - K. Subramanian:-

Ex.P 29 is the Apprenticeship Order and he was appointed on dated 1-6-1999 (Ex.R 72), Ex.P 61 is the E.S.I. Identity Card. Ex.R 73 is the warning notice

issued to K. Subramanian for his unauthorised absence on many days. Ex.R74 is the Inter-office Memorandum reporting disobedience of K. Subramanian in the work place on 14-10-2001. Ex.R 75 is the second warning letter issued to K. Subramanian for his unauthorized absence in the months of July, August and September 2003. Ex.R 76 is the third another warning letter, dated 2-11-2003, wherein, it is stated that his continued to have food in the staff dining- hall only deliberately to cause disturbance to the smooth running and for disturbing the customers and other important visitors for having food in the intention of tarnishing the image of the company. Further, you have been leaving the work spot when tea was served at work spot unauthorizedly assembling in groups along the aisles, idling and chatting for 15 to 20 minutes and for some other objectionable activities. Ex.R77 is yet another warning letter, dated 20-11-2003 for the unauthorizedly absence of 4 days during the month of October 2003. Ex.R 78 is the memo., dated 7-6-2004 stating that the terms of apprenticeship of K. Subramanian with the company ceases with immediate effect, so, it is clear that Trainee K. Subramanian indulged in several objectionable activities and misbehavior during the course of training so his apprenticeship with the company had been ceased. K, Subramanian joined as Trainee on 1-6-1999 and his apprenticeship was terminated on 7-6-2004. As the apprentice K. Subramanian was irregular in attendance and indulged in several acts of indiscipline and insubordination resulted in termination of his apprenticeship. (Ex.P 30).

16(3) Apprentice - B. Velmurugan:-

He was appointed on 15-8-2000. Ex.R 106 is the Inter-office memorandum noting down negligence of his duty in belt loading job on 23-9-2000 first shift. Ex.R 107 is the apology letter, dated 28-9-2000 given by B. Velmurugan stating that by oversight he committed mistake and thereafter sought for tender. Ex.R 108, dated 25-10-2003 and Ex.R 109, dated 20-11-2003 are the warning letters issued to Apprentice B. Velmurugan explaining he unauthorised absence for many days and he was terminated on 7-6-2004. Ex.R 110 is the termination of apprentice memo., dated 7-6-2004.

16(4) Apprentice - P. Nagamuthu:-

Ex.R 97 is the Apprenticeship Order and he was appointed on 30-6-2002. Ex.R 98 is the memo. dated 7-6-2004 issued stating that his Apprenticeship with the company ceased with immediate effect by efflux of time.

16(5) Apprentice - A. Arul Selvan:-

Ex.P 14 is the Apprenticeship Order and he was appointed on 1-1-2002. Ex.R 71 is the memo. and his apprenticeship was terminated on 17-3-2004. (Ex.R70)

16(6) Apprentice - K. Kumar:-

Ex.P1 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.P 32 and Ex.P 58 are the Pay Slips for the Month of November 2003 and Ex.P59 is the ESI Identity Card. Ex.R79 is the complaint regarding disobedience during training period, dated 24-1-2004. Ex.P 31 is the memo.. dated 7-6-2004 issued stating that his apprenticeship with the company ceased with immediate effect by efflux of time. (Ex.R 80).

16(7) Apprentice - J. Durai:-

Ex.P8 is the Apprenticeship Order and he was appointed on 6-6-2002 Ex.R 92 (Ex.R 91) is the memo., dated 7-6-2004 issued stating that his Apprenticeship with the company ceased with immediate effect by efflux of time.

16(8) Apprentice-J. Gnanamurthy:-

Ex.P22 is the Apprenticeship Order and he was appointed on 7-6-2002. Ex.P57 is the pay slips for the month of September 2002. Ex.P63 is the E.S.I. Identity Card. Ex.P 23 is the memo. dated 7-6-2004 issued stating that his apprenticeship with the company ceased with immediate effect by efflux of time.

16(9) Apprentice-A. Ramamurthy:-

Ex.R86 is the Apprenticeship Order and he was appointed on 13-4-2002. Ex.P 6 is the ESI identity Card. Ex.P5 (Ex.R 87) is the memo issued stating that his training was terminated on 7-6-2004.

16(10) Apprentice - R. Rajalingam:-

Ex.P4 is the Apprenticeship Order and he was appointed on 18-5-2002. Ex.R 89 is the advice letter, dated 16-11-2002 stating on while reviewing the performance of R. Rajalingam found out that he had not improved his efficiency at work despite all the training and inputs provided by the company and he had to put in best efforts to improve his performance. Though his performance and conduct have not been satisfactory, considering his assurances to show improvement in future, he was placed in next spell of training. Ex.R90 is the memo., dated 7-6-2004 issued stating that his apprenticeship with the company ceased with immediate effect by efflux of time.

16(11) Apprentice -A. Marudhachalamoorthy:-

Ex.R 81 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.P 55 is the Pay Slips for the month of August to October 2002 December 2002 and December 2003. Ex.R 82 is the complaint regarding his carelessness during in the work spot, dated 24-5-2003. Ex.R83 is the warning letter, dated 25-5-2003 issued to A. Marudhachalamurthy. Ex.R 84 is the inter-office memorandum, dated 28-6-2003, wherein, some of the slackness and disobedience acts of A. Marudhachalamurthy has been noted down. Ex.R 85 is the memo., dated 7-6-2004 issued stating that his Apprenticeship with the company ceased with immediate effect by efflux of time

16(12) Apprentice-V. Muthukumarasamy:-

Ex.P 28 is the Apprenticeship Order and he was appointed on 18-6-2002. Ex.R96 is the memo., dated 7-6-2004 issued stating that his apprenticeship with the company ceased with immediate effect by efflux of time.

16(13)Apprentice-S. Bagyaraj:-

Ex.R36 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.P 54 is the Pay Slip for the month of January 2004. Ex.R 37 is the Complaint by the Supervisor regarding the carelessness in the work spot, dated 30-7-2003. Ex.R 38 is the letter, dated 17-3-2004 given by S. Bagyaraj stating that he is the member of MRF Employees Union and he is no way connected with petitioner union. Ex.R39 is the apology letter, dated 17-3-2004 of S. Bagyaraj admitting some of his mistakes committed by him. Ex.R 40 is the Inter-office Memorandum relating to S. Bagyaraj for his unauthorised absence, dated 31-3-2004. Ex.R 41 is the another Inter-office memorandum sent to S. Bagyaraj stating that he was absenting from training and directed to report immediately. Ex.R 42 is the reply letter, dated 19-4-2004 sent by S. Bagyaraj stating that he was not a trainee and in fact he was doing regular operating and manufacturing work and he would return to work as soon as lockout is lifted as against everyone. Ex.R 43 is the letter, dated 21-4-2004 stating that S. Bagyaraj was not interested in continue training so his apprentice was withdrawn with immediate effect. Ex.R 44 is the rejoinder letter, dated.23-4-2004 sent by the respondent management to S. Bagyaraj.

16(14) Apprentice - G. Sekar:-

Ex.R 45 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.P12 is the letter, dated 1-4-2004 issued to G. Sekar. Ex.R 46 is the inter-office Memorandum complaining operational lapses in the

G. Sekar, dated.12-1-2004. Ex.R 47 is the report another struck work and sit in strike by some of the employees including apprenticeship and as the report dated 15-2-2004 regarding struck work and sit in strike apprenticeship G. Sekar. Ex.R 48 is the letter dated 13-3-2004 addressed to G. Sekar stating that he was not reporting for training with effect from 19-2-2004. Ex.R 49 is the letter, dated 29-3-2004 sent by G. Sekar to the respondent management. Ex.R 50 is the another letter dated 1-4-2004 stating that his apprenticeship was withdrawn with immediate effect. Ex.R 51 is the reply sent by management to G.Sekar dated 2-4-2004.

16(15) Apprentice - D. Deenadayalan:-

Ex.R 27 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.R 28 is the Inter-office memorandum, dated 11-11-2002 explaining D. Deenadayalan's indiscipline acts in the work spot. Ex.R 29 is the letter, dated 11-11-2002 sent by D. Deenadayalan admitting that he came to work place in drunken mood, vomitted and apologized for the same. Ex.R 30 is the another apology letter, dated 5-12-2002 stating that he will be carefully in future and undergo training sincerely. Ex.R 31 is the Inter-office memorandum, dated 15-3-2004 regarding D. Deenadayalan's absence from work. Ex.R 32 is the letter, dated 16-3-2004 addressed to D. Deenadayalan stating that absence from training since 6-3-2004 and report immediately. Ex.R 33 is the letter, dated 11-4-2004 addressed to D. Deenadayalan stating that his apprenticeship is withdrawn with immediate effect. Ex.R 34 is the letter sent by D. Deenadayalan stating that he was not a trainee and not interested to rejoin training immediately. Ex.R 35 is the reply letter, dated 23-4-2004 addressed to D. Deenadayalan stating that his apprenticeship is withdrawn with immediate effect.

(16)(16) Apprentice - K. Murali:-

Ex.P10 is the Apprenticeship Order and he was appointed on 7-5-2002. Ex.P 33 is the advice letter dated 5-11-2002 sent to K. Murali stating that his performance and conduct is not satisfactory and he was advised to improve his career (Ex.R 53). Ex.R 54 is the Inter-office memorandum, dated 13-4-2003 explaining lapse of duty to K. Murali. Ex.R 55 is the warning letter, dated August 2003 addressed to K. Murali for his unauthorised absence for many days. Ex.R 56 is the apology letter, dated 1-3-2004 written by K. Murali to the respondent management. Ex.P 11 is the letter, dated 11-4-2004 addressed to K. Murali stating that his apprenticeship is withdrawn with immediate effect. (Ex.R 57). His apprenticeship was terminated on 11-4-2004. (Ex.R 52).

16(17) Apprentice - A. Rajavel:-

Ex.P 9 is the Apprenticeship Order and he was appointed on 15-7-2002. Ex.P 24 is the Warning Letter dated 23-1-2003 addressed to A. Rajavel for his unauthorized absence for many days. Ex.R 66 is the second warning letter, dated 20-11-2003 addressed to A. Rajavel for his unauthorized absence for many days. Ex.R 67 is the letter, dated 13-3-2004 addressed to A. Rajavel regarding his continuous absence since 21-2-2004. Ex.R69 is the letter, dated 14-3-2004 sent by A. Rajavel not reporting for duty with effect from 25-2-2004. Ex.P17 is the letter, dated 22-3-2004 addressed to A. Rajavel stating that termination of apprenticeship with immediate effect. (Ex.R 68). His apprenticeship was terminated on 22-3-2004. (Ex.R 65).

16(18)Apprentice - K. Balamurugan:-

Ex.P 15 is the apprenticeship order and he was appointed on 6-6-2002. Ex.P 16 is the letter, dated 13- 3-2004 sent to K. Balamurugan stating that he was not reporting training with effect from 22-2-2004 (Ex.R 60). Ex.R 59 is the warning letter, dated 23-1-2003 addressed to K. Balamurugan for his unauthorized absence for many days. Ex.R 61 is the letter, dated 18.-3-2004 terminating apprenticeship of K. Balamurugan with immediate effect. His apprenticeship was terminated on 18-3-2004, (Ex.R 58)

16(19) Apprentice - R. Paneer:-

Ex.P 18 is the Apprenticeship Order and he was appointed on 7-6-2002. Ex.R 66 is the warning letter dated 20-11-2003 addressed to R. Paneer for his unauthorized absence for many days. His apprenticeship was withdrawn on 18-3-2004 as per Ex. R 62.

16(20) Apprentice -V. Vannaavaramban:-

Ex.P 34 is the Apprenticeship Order and he was appointed on 1-3-2002. Ex.P 60 is the E.S.I. Identity Card. Ex.R2 is the complaint against V. Vannaavaramban in respect of indiscipline act in the work place, dated 15-2-2004. Ex.P 2 is the Suspension pending enquiry, dated 16-2-2004 as the said V. Vannaavaramban committed serious misconduct. Ex.P 35 is the show cause notice, dated 22-2-2004 issued to the said V. Vannavaramban for which he has sent by reply (Ex.R3). Ex.P 13 is the letter, dated 4-3-2004 given by V. Vannavaramban to MRF Limited, Ex.R 4 is the written explanation of V. Vannavaramban to the show cause notice, dated 4-3-2004. Ex.P 27 is the order, dated 29-3-2004 a detailed order mentioning as the order to terminate the apprenticeship with immediate effect, wherein, the acts of misbehavior, disobedience and abusing officials in filthy language have been quoted (Ex.R 5). His Apprenticeship was withdrawn on 29-3-2004 (Ex.R 1).

16(21) Apprentice - M. Sabarinathan:-

Ex.R6 is the apprenticeship order and he was appointed on 7-11-2002. Ex.R 7 is the warning letter dated 25-10-2003 addressed to M. Sabarinathan for his unauthorised absence for many days. Ex.R 8 is the Inter-office memorandum, dated 14-2-2004 as M. Sabarinathan indulged in sitting enmass and also for his indiscipline behaviours. Ex.R 9 is the show cause notice, dated 22-2-2004 issued to M. Sabarinathan stating his misbehavior and using filthy language against supervisors and other serious misconducts. Ex.R 10 is the reply, dated 4-3-2004 sent by M. Sabarinathan stating that denying the charges in the show cause notice. Ex.P3 is the order dated 29-3-2004 terminating apprenticeship of M. Sabarinathan within the company (Ex.R11).

16(22) Apprentice - S.M. Saravanan:-

Ex.P7 is the Suspension pending enquiry, dated 14-2-2004 as the said S.M. Saravanan committed serious misconduct. Ex.R 20 is the complaint against S.M. Saravanan in respect of indiscipline act in the work place, dated 10-4-2003. Ex.R 21 is the letter dated 11-4-2003 sent to S.M. Saravanan stating that he was not reporting training with effect from 9-4-2003. Ex.R 22 is the warning letter, dated 20-9-2003 sent to S.M. Saravanan for his unauthorized absence for many days. Ex.R 23 is the Inter-office memorandum dated 13-2-2004 regarding disobedience and disciplinary acts of S.M. Saravanan. Ex.R 24 is the show cause notice, dated 17-2-2004 issued to S.M. Saravanan stating his misbehavior and in the middle of shop floor enmass, indulging in Go-slow at work and other serious misconducts. Ex.R25 is the written explanation of S.M. Saravanan to the show cause notice, dated 5-3-2004.

16(23) Apprentice - M. Narayanan:-

Ex.P19 is the show cause notice, dated 17-2-2004 issued to M. Narayanan stating his misbehavior and in the middle of shop floor enmass, indulging in Go-slow at work and other serious misconducts (Ex.R 17). Ex.R 12 is the complaint regarding carelessness working during training, dated 12-1 2003. Ex.P 20 is the suspension pending enquiry, dated 14-2-2004 as the said M. Narayanan committed serious misconduct. Ex.P 21 is the order, dated 11-4-2004 terminating apprenticeship of M. Narayanan within the company (Ex.R 19). Ex.R 13 is the apology letter of M. Narayanan for the incident of 12-1-2003. Ex.R 14 is the warning letter, dated 2-11-2003 issued to apprentice M. Narayanan. Ex.R 15 is the severe

warning letter, dated 13-1-2003 issued to M. Narayanan. Ex.R16 is the complaint in respect of his M. Narayanan attitude and misbehavior during training period, dated 13-2-2004. Ex.R18 is the written explanation of M. Narayanan to the show cause notice, dated 23-3-2004.

17. The learned counsel for the petitioner union argued that since the 23 workmen concerned in this dispute and some other employees joined the petitioner union as members to the management with motivation and victimization again some of the workers discharged/ retrenchment/terminated them from service and the company declared illegal layout. The termination of 23 workmen is illegal and it amounts to unfair labour practice. All the 23 workmen were doing the same work as that of the regular/permanent workmen. The term workman as defined under section 2(s) of Industrial Disputes Act includes an apprenticeship. The designated Apprentices are also workers and they are also entitled for the protection and benefits provided under the Industrial Disputes Act.

18. In support of his contention the learned Counsel for the petitioners relied on the ruling laid down in the case of National Small Industries Corporation Limited Vs. 1. The Presiding Officer, I Additional Labour Court, Madras, 2. V. Lakshminarayanan, dated 28-3-2005, reported in 2005 III LLJ-284- wherein, the Hon'ble Division Bench of A Madras High Court has observed that:-

"In the present case in view of the findings of the Labour Court that the respondent herein (workman) was not undergoing training, we are of the opinion that although he was designated as apprentice, in fact he was not an Apprentice but was an employee doing full time work in the establishment and not undergoing training....."

In our opinion, there can be no estoppel against a person who accepts his designation as an apprentice, but, later on raises a plea that in fact he was not an apprentice but was doing the work of a workman.....

The designation of an employee is not of much importance, and what is important is the nature of duties being performed by him."

In the above referred case, the management witness MW1 has admitted that the petitioner (workman) was appointed as Apprentice/Trainee (job assistant) but, he was doing the same work as a labourer. Further during cross-examination it has been mentioned that even though the petitioner was the 'shop assistant' he worked only in the show room

'on a full time job', and no special training was given to the petitioner, and that during the time of tenure of service the petitioner was doing his work properly".

As the management witness has categorically admitted that no training was imparted to the petitioner therein and in fact he was doing work of regular workman. The Hon'ble Division Bench has categorically observed that though the petitioner was designated as a Apprentice he was doing regular work and he is entitled for permanent employment with all benefits.

19. The learned Counsel for the petitioners contended that in the case in hand also 23 workmen though appointed as apprentices they had been doing work of the regular employee and even they worked for over time they could not be retrenched/terminated without any notice or enquiry and their discharge/termination is -illegal. The learned Counsel for the management vehemently argued that there is absolutely no evidence to hold that 23 Apprentices were doing regular work. None of the 23 trainees appeared before this Court and deposed that they were doing regular work like permanent workers. In fact PW1 has categorically admitted that 23 workers were appointed only as apprentices and undergone and they were undergoing training as Apprentices. So, the principle laid down in the above referred authority (Lakshminarayanan case) is not applicable to the facts of the present case."

20. The learned Counsel for the respondents further argued that there is no proof to show that the 23 apprenticeships are members of the union. So, the petitioner union is not entitled to represent the cause of the said trainees. PW. 1 said to be the General Secretary of the petitioner union has not produced any records. relevant to show membership of the trainees. So, the petitioner union has produced three lists of its members as Ex.P 40. P 43 and P 45. A perusal of these lists would disclosed that only 12 out of the 23 trainees are members and the remaining 11 trainees are not shown as members, when the above said 11 apprentices are not members of the petitioner union, the said union is not entitled to represent them, according to learned Counsel for the respondent.

21. The respondent management's specific contention is that since the 23 Apprentices have been appointed only as per the terms and conditions of the apprenticeship order and the apprentices knowing the terms and conditions of the apprenticeship order agreed the same, so they are not entitled to seek permanent employment

even after successfully completing training course. As already discussed apprenticeship orders specify 42 months of training and the learned Counsel for the respondent submitted that since the manufacturing of radial tyres is a lengthy process involving different sections like preparatory, assembly, curing and finishing. The duration of training is fixed as 42 months in the Certified Standing Order.

22. A workman is expected to work in all the activities carried on in every sections, so necessarily, he has to develop the skill by acquiring the relevant parameter knowledge of the material, machine process, quality and safety. So, 42 months is prescribed as a training period for all the Apprentices and it is specifically admitted by PW.1 who had already undergone such a lengthy training, as per the Certified Standing Order. So, in terms of the standing orders apprenticeship order has been issued with the condition that the apprentices should undergo training for 42 months comprising with four spells and the first spell is for six months and the remaining three spells each one for one year duration. There is a specific clause in the apprenticeship order that the company does not guarantee any automatic confirmation in services at the end of the apprenticeship period and if apprenticeship is found guilty of such misconduct he would be summarily dismissed from apprenticeship without notice or any compensation in lieu of notice. The Apprentices accepting the terms and conditions of the apprenticeship order joined the training. The learned Counsel for the management referred the following citations to show that the management has powers to discharge/retrenched/dismissal/terminate service of an Apprentice without any show cause notice or enquiry.

22 (1) *Oswal Pressure Die Casting Industry Vs. Presiding Officer and Another-*

"It is observed by the Hon'ble Supreme Court in the above referred case that there is no dispute regarding the proposition of law that termination of probationer of his service by the employer after making over-all assessment was legal and justified....."

Once, it was found that the assessment made by the employer was supported by some material and was not *mala fide*, it was not proper for the High Court to interfere and substitute its satisfaction with the satisfaction of the employer. The High Court was also wrong in holding that in order to support its satisfaction, it was necessary for the appellant to produce some reports or communication or other evidence to show that performance of the respondent was below the expected norms."

(2) (2004) 2 LLJ 626 Madras

Management of MRF Limited Vs. Presiding Officer, Labour Court, Vellore-

"In the order of appointment, it was clearly stated that the appointments were for a fixed period of time. The management is at liberty to extend the apprenticeship period if required. There was no guarantee that at the end of the period of apprenticeship, that the workmen would be absorbed as probationers....."

No evidence was adduced to show as to how the workmen were victimized. The workmen were only Apprentices and probationers. The Labour Court further gave a reason to the effect that the question of victimization does not arise as the management would not gain anything by terminating the workmen as they were neither workmen nor office-bearers or even committee members of the union, which union still continues to exist....."

Ex.M 3 series would show that the services of the workmen during the period were not upto the mark from the point of view of efficiency. This basic fact stares at the contention of the workmen that the non-employment was *mala fide* and victimization....."

(3) (2008) 3 SCC 310-

Progressive Education Society and Another Vs. Rajendra and Another-

"The appointing authority is at liberty to terminate services of a probationer if it finds performance of probationer to be-unsatisfactory during the period of probation. The assessment has to be made by the appointing authority itself and the satisfaction is to be that of the appointing authority as well. The authorities however not required to give reason for termination except to inform employee that his performance was found unsatisfactory....."

The law with regard to termination of the services of a probationer is well established and it has been repeatedly held that such a power lies with the appointing authority which is at liberty to terminate the services of a probationer if it finds the performance of the probationer to be unsatisfactory during the period of probation....."

(4) 2011-III-LLJ-335 (Delhi)-

Management of Apparel Export Promotion Council And Surya Prakash-

"8. You (probationer) will be on probation for a period of one year which may be extended at the absolute discretion of the management. On satisfactory completion of the period of probation, your services will be confirmed in writing....."

9. The appointment letter clearly sets out the terms of employment which make it clear that his services could be put to an end at any time by giving twenty four hours notice during the period of probation and his services would be regularized only after satisfactory completion of the probation period. These terms were accepted by the workman and were never challenged before the tribunal or writ court. In fact, the respondent workman has not let any evidence in the Courts below that the appointment letter was issued with *mala fide* intent to terminate his services.

Ratio Decidendi:

In this judgment, his termination of service as per clause in letter of appointment during probation, will fall under section 2(oo) (bb) and section 25-F of Industrial Disputes Act, 1947 will not be attracted.

So, a comprehensive reading of the above referred citations would clearly indicate that in terms of the apprenticeship order, the management is at liberty to terminate the services of apprentices if their are services found to be not satisfactory."

23. As already discussed the 23 Apprentices have not completed the training successfully during the course of training are extended period. They indulged in several act of misbehavior, disobedience, misconduct and their performance was not satisfactory to the management. It is pertinent that even after successful completion, the Apprentices have no right to seek permanency. Under such circumstances, the apprentices have no manner of right to claim themselves to be workmen of the respondent management and seek for reinstatement with full back wages and other benefits according to learned Counsel for the respondents. The learned Counsel for the management printed out that the terms and conditions of apprentice training as contemplation in the Certified Standing Order and Apprentices Order have not been challenged by the petitioner. Once the trainees accept the terms and conditions of apprentice order they are bound to abide by the same. The learned petitioners Counsel argued that as the 23 workmen were doing regular work of permanent employees, given token number and paid E.S.I. contribution so they have to be construed only as 'workmen' as per the definition of section 2(s). As already discussed 23 apprentices joined only as a trainees and while were undergoing training they indulged in acts of indiscipline, insubordination and also aided and abetted co-workers for different forms of strikes. There is no material available on record to hold that the trainees were doing the work of regular workers. So, the company was forced to declare lockout and issued Ex.P 36 lockout notice on 21-2-2004.

24. When the management dismissed more than 200 employees of petitioner union the said union filed WP. No. 20270/2001 sought for direction to the management not to give effect to the order of dismissal Mr. D. Ramachandra Reddy, Secretary of the union and another writ petition WP. No. 20591/2001 seeking for reinstatement of 116 workers together with back wages and other benefits and also a direction to the management to strictly comply with the provisions of model standing orders and provisions of the Factories Act, and another writ petition in WP. No. 19/2002 was filed to restrain the management from recruiting any new workers or recruiting any workers juniors to the members of the petitioner union without giving employment to the members of the union. The writ petitions were resisted by the management and finally all the above said three writ petitions were allowed by the common order, dated 10-6-2002 and copy of the order is produced as Ex.P 39. Felt aggrieved by the order made in writ petitions, the management preferred writ appeals in WA. Nos. 2043 and 2044/2002, and the petitioner union filed writ petition WP. No. 24183 of 2005 praying for issuance of writ calling for records of impugned order of Notification in No. 2173/AIL/Lab./J/2004, dated 18-5-2004 and quash the same and direct the call for the records of the first respondent therein, in connection with the impugned order bearing No. 2173/AIL/Lab./J/2004, dated 18-5-2004 to cancel the registration of the second respondent. The writ appeals and the writ petition were taken together and disposed by the common order, dated 4-1-2008 and writ appeals were allowed with certain modifications since most of the employees were re-employed during the pendency of the writ appeals. The writ petition WP. No. 24183 of 2005 filed by the petitioner union was also disposed with direction to aggrieved persons to move the appropriate forum for appropriate relief. The learned Counsel for the petitioners pointed out paragraph No. 69 and 70 in Ex.P 39 common judgment in the writ petitions, wherein, respondent management's actions were strongly criticized and commented upon by the Hon'ble High Court. Any how the writ petition orders have been reversed in the writ appeal, as the circumstances have been changed due to the attitude of the management since it has reemployed most of the terminated employees and many of them had been made permanent employees, during the pendency of writ appeals. Now, only the 23 Apprentices have been left out and they were disengaged.

25. The Apprentices during their course of training did not perform well and upto the satisfaction of the management, so their services were terminated and necessary orders have been issued. When the 23 Apprentices were undergoing training in terms of the

apprenticeship orders they are not entitled to seek permanent employment, as per the principle laid down by the above cited rulings by the learned counsel for the respondents. Hence, I conclude that 23 Apprentices are not workmen entitled to raise dispute under the Industrial Dispute Act and their termination by the management is justified. Since, there is no material to infer the alleged victimization or motivation or any unfair labour practice.

26. *As per-the principal laid down in the case of Management of Apparel Export Promotion Council Vs.Surya Prakash 2000-LLJ-335,*

“It is clear that termination of service of an apprenticeship during the period of training will fail under the exception section 2(oo) (bb) under section 25-F of Industrial Disputes Act, 1947 will not be attracted. So, the termination of the 23 Apprentices cannot be construed as retrenchment nor any entitled for any retrenchment compensation as prescribed under section 25 -F.

Section 2(oo) defines 'retrenchment' and 2(bb) is an exception stating that termination of the service of the workman as a result of the non-removal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.”

27. It is observed that termination of service as per clause in the letter of appointment during probation will fall under section 2(oo) (bb) and section 25-F of Industrial Disputes Act will not be attracted, so, 23 Apprentices are not entitled to claim any relief or compensation by invoking section 25-F.

28. It is not established that all the 23 apprentices became member of the petitioner union. As already discussed only a few of the trainees were member of petitioner union. As the terminated Apprentices have not come forward to depose about the work allotted to them it is difficult to hold that they were doing regular work of the permanent employees. The management terminated services of the trainees only because of their unsatisfactory performance and unauthorized absenteeism, acts of insubordination, disobedience. The management has produced relevant documents to show the misconduct, disobedience, insubordination of the trainees during the course of training, I hold that the 23 trainees are only Apprentices in terms of Apprentice Order and they cannot be said as 'workman' as defined under section 2(s) of Industrial Disputes Act. Under such circumstances, petitioners are not entitled to claim any relief and the reference deserves dismissal..... Accordingly, I answer the point No.1 and 2.

Point No. 3:-

29. The respondent management though is not legally obliged to pay any compensation on taking into account the plight of the Apprentices and the difficulties faced by them due to termination of apprenticeship long back, I hold that in the interest of justice, these Apprentices should be given some *ex-gratia* payment. Hence, I conclude that 23 Apprentices are not entitled for any relief claimed in the dispute. Accordingly, the reference is dismissed. Anyhow the respondent management is directed to pay *ex gratia* payment at the rate of ₹ 40,000 to the Apprentices (i) T. Arumugam, (ii) K. Subramanian, (iii) B. Velmurugan, (iv) S.M. Saravanan and (v) M. Narayanan and at the rate of Rs.25,000/- each for the other 18 Apprentices.

37. Finally, on the basis of the appreciation of oral and documentary evidence adduced on either side and the light of the principle laid down by the Hon'ble High Court in the authorities cited above, I conclude that the 23 trainees involved in this dispute are only Apprentices and they are not entitled for the reliefs under the reference.

38. In the result, the reference is dismissed. However, the respondent management is directed to pay lumpsum *ex-gratia* payment of ₹ 40,000 each of the following five trainees, namely, (i) T. Arumugam, (ii) K. Subramanian, (iii) B. Velmurugan, (iv) S.M. Saravanan and (v) M. Narayanan and at the rate of ₹ 25,000 each for the remaining other 18 Apprentices. There is no order as to costs.

Dictated to the Stenographer transcribed by her, corrected and pronounced by me in Open Court on this the 22nd day of December, 2015.

N. SIVAKUMAR,
Presiding Officer,
Labour Court, Pondicherry.

List of petitioner's witnesses :

P.W.1—6-6-2013—S. Sasikumar

P.W.2—13-10-2014—C. Rajadurai

List of respondent's witnesses :

Nil.

List of petitioner's exhibits :

- Ex.P1 — Copy of the Apprenticeship order issued to K. Kumar, dated 1-3-2002.
- Ex.P2 — Copy of the Suspension order issued to V. Vanavaramban, dated 16-2-2004,
- Ex.P3 — Copy of the order, issued to M. Sabarinathan, dated 29-3-2004.

- Ex.P4 — Copy of the apprenticeship order issued to R. Rajalingam, dated 18-5-2002,
- Ex.P5 — Copy of the memo. issued to A. Ramamurthy, dated 7-6-2004.
- Ex.P6 — Copy of the E.S.I. Identity card issued to A. Ramamurthy, dated 13-4-2002.
- Ex.P7 — Copy of the Suspension order issued to S.M. Saravanan, dated 14-2-2004.
- Ex.P8 — Copy of the Apprenticeship order issued to J. Durai, dated 6-6-2002
- Ex.P9 — Copy of the Apprenticeship order issued to A. Rajavel, dated 15-7-2002.
- Ex.P10 — Copy of the Apprenticeship order issued to K. Murali, dated 7-5-2002.
- Ex.P11 — Copy of the letter issued to K. Murali, dated 11-1-2001.
- Ex.P12 — Copy of the letter issued to G. Sekar, dated 1-4-2004.
- Ex.P13 — Copy of the letter issued by V. Vanavaramban, to MRF Limited, dated 4-3-2004.
- Ex.P14 — Copy of the Apprenticeship order issued to A. Arulselvan, dated 1-1-2002.
- Ex. P15 — Copy of the Apprenticeship order issued to K. Balamurugan, dated 6-6-2002.
- Ex.P16 — Copy of the letter issued to K. Balamurugan, dated 13-3-2004.
- Ex.P17 — Copy of the letter issued to A. Rajavel, dated 22-3-2004.
- Ex.P18 — Copy of the apprenticeship order issued to R. Paneer, dated 7-6-2002.
- Ex.P19 — Copy of the show cause notice issued to M. Narayanan, dated 17-2-2004.
- Ex.P20 — Copy of the suspension order issued to M. Narayanan, dated 14-2-2004.
- Ex.P21 — Copy of the order issued to M. Narayanan, dated 11-4-2004.
- Ex.P22 — Copy of the apprenticeship order issued to J. Gnanamourthy, dated 7-6-2002.
- Ex.P23 — Copy of the memo. issued to J. Gnanmourthy, dated 7-6-2004.
- Ex.P24 — Copy of the warning letter issued to A. Rajavel, dated 23-1-2003.
- Ex.P25 — Copy of the memo issued to T. Arumugam, dated 7-6-2004.
- Ex.P26 — Copy of the order issued to S.M. Saravanan, dated 11-4-2004.

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| <p>Ex.P27 — Copy of the order issued to V. Vanavaramban, dated 29-3-2004.</p> <p>Ex.P28 — Copy of the apprenticeship order issued to V. Muthukumarasamy, dated 18-6-2002 .</p> <p>Ex.P29 — Copy of the apprenticeship order issued to K. Subramanian, dated 1-6-1999.</p> <p>Ex.P30 — Copy of the memo issued to K. Subramanian, dated 7-6-2004.</p> <p>Ex.P31 — Copy of the memo issued to K. Kumar, dated 7-6-2004.</p> <p>Ex.P32 — Copy of the payslip of November 2003 issued to K. Kumar.</p> <p>Ex.P33 — Copy of the advice letter issued to K. Murali, dated 5-11-2002.</p> <p>Ex.P34 — Copy of the apprenticeship order issued to V. Vanavaramban, dated 1-3-2002.</p> <p>Ex.P35 — Copy of the show cause notice issued to V. Vanavaramban, dated 22-2-2004.</p> <p>Ex.P36 — Copy of the lockout notice issued by MRF Limited, dated 21-2-2004.</p> <p>Ex.P37 — Copy of the failure report issued by Labour Officer (Conciliation), dated 3-8-2006.</p> <p>Ex.P38 — Copy of the notification of failure report issued by Additional Secretary to Government of Pondicherry, dated 19-10-2006.</p> <p>Ex.P39 — Copy of the Order of Hon'ble High Court in W.P. No. 20591 of 2001 and W.P. No. 19 of 2002 dated 10-6-2002.</p> <p>Ex.P40 — Copy of the Letter from petitioner union to respondent management regarding intimation of trade union membership of 111 employees, dated 12-2-2004.</p> <p>Ex.P41 — Copy of the acknowledgment card from the General Manager, MRF Limited, Pondicherry, dated 14-2-2004.</p> <p>Ex.P42 — Copy of the acknowledgment card from the Chairman and Managing Director, MRF Limited, dated 16-2-2004.</p> <p>Ex.P43 — Copy of the letter from petitioner union to respondent management regarding intimation of trade union membership of 43 employees, dated 13-2-2004.</p> <p>Ex.P44 — Copy of the acknowledgment card from the General Manager, MRF Limited, Pondicherry, dated 18-2-2004.</p> <p>Ex.P45 — Copy of the letter from petitioner union to respondent management regarding intimation of trade union membership of 22 employees, dated 13-2-2004.</p> | <p>Ex.P46 — Copy of the acknowledgment card from the General Manager, MRF Limited, Pondicherry, dated 14-2-2004.</p> <p>Ex.P47 — Copy of the acknowledgment card from the Chairman and Managing Director, MRF Limited, Pondicherry, dated 14-2-2004</p> <p>Ex.P48 — Copy of the Complaint to Superintendent of Police, Secretary Labour Department and Chief Inspector of Factories against Management of MRF Limited, regarding engaging Contract Labourers in direct Production, dated 14-2-2004.</p> <p>Ex.P49 — Copy of the acknowledgment card from Secretary Labour Department, Pondicherry, dated 16-2-2004.</p> <p>Ex.P50 — Copy of the acknowledgment card from Chief Inspector of Factories, Pondicherry, dated 16-2-2004.</p> <p>Ex.P51 — Copy of the Complaint to Secretary to Labour Department Pondicherry, Chief Inspector of Factories, Inspector of Factories and Commissioner of Labour through Telegram, dated 14-2-2004</p> <p>Ex.P52 — Copy of the letter from petitioner union to respondent management regarding to request for negotiation with petitioner union, dated 17-2-2004</p> <p>Ex.P53 — Copy of the acknowledgment card from General Manager of MRF Limited, Pondicherry, dated 19-2-2004</p> <p>Ex.P54 — Copy of the Payslip for the month of January 2004 issued to S. Bagyaraj.</p> <p>Ex.P55 — Copy of the Payslip for the month of August 2002 to October 2002 and December 2002 and December 2003 issued to A. Maruthasalamoorthy (Series)</p> <p>Ex.P56 — Copy of the Payslip for the month of September 2002, March 2003 and April 2003 issued to T. Arumugam (Series).</p> <p>Ex.P57 — Copy of the Payslip for the month of September 2002 and October 2003 issued to J. Gnanamourthy (Series).</p> <p>Ex.P58 — Copy of the Pay slip for the month of November 2003 issued to K. Kumar.</p> <p>Ex.P59 — Copy of the E.S.I. Card of K. Kumar.</p> <p>Ex.P60 — Copy of the E.S.I. Card of V. Vanavaramban</p> <p>Ex.P61 — Copy of the E.S.I. Card of K. Subramanian</p> <p>Ex.P62 — Copy of the E.S.I. Card of T. Arumugam</p> |
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Ex.P63 — Copy of the E.S.I. Card issued to J. Gnanamourthy.

Ex.P64 — Copy of the letter of authorization issued by MRF Limited, dated 26-6-2014 Pondicherry.

List of respondent's exhibits :

Ex.R1 — Copy of the apprenticeship order of V. Vanavaramban, dated 1-3-2002.

Ex.R2 — Copy of the complaint from K. Anand (Zone-I) to the respondent management on the indisciplinary activities of V. Vanavaramban, dated 15-2-2004.

Ex.R3 — Copy of the show cause notice, issued to V. Vanavaramban by the respondent management, dated 22-2-2004

Ex.R4 — Copy of the written explanation of V. Vanavaramban to the show cause notice, dated 4-3-2004

Ex.R5 — Copy of the order issued to V. Vanavaramban by the respondent management, dated 29-3-2004

Ex.R6 — Copy of the apprenticeship order of M. Sabarinathan, dated 7-11-2002.

Ex.R7 — Copy of the warning letter issued to M. Sabarinathan by the respondent management, dated 25-10-2003.

Ex.R8 — Copy of the complaint from P. Gopal to the respondent management on the indisciplinary activities of M. Sabarinathan, dated 14-2-2004.

Ex.R9 — Copy of the show cause notice, issued to M. Sabarinathan by the respondent management, dated 22-2-2004.

Ex.R10 — Copy of the written explanation of M. Sabarinathan to the show cause notice, dated 4-3-2004.

Ex.R11 — Copy of the order issued to M. Sabarinathan by the respondent management, dated 29-3-2004

Ex.R12 — Copy of the complaints to the respondent management on the indisciplinary activities of M. Narayanan, dated 12-1-2003.

Ex.R13 — Copy of the apology letter of M. Narayanan for the incident of 12-1-2003, dated 12-1-2003

Ex.R14 — Copy of the warning letter issued to M. Narayanan by the respondent management, dated 2-11-2003.

Ex.R15 — Copy of the severe warning letter issued to M. Narayanan, by the respondent management (Refused to receive the RPAD cover), dated 13-1-2003.

Ex.R16 — Copy of the Complaint from A. Ernest to the respondent management on indisciplinary activities of M. Narayanan, dated 13-2-2004.

Ex.R17 — Copy of the show cause notice issued to M. Narayanan by the respondent management, dated 17-2-2004.

Ex.R18 — Copy of the written explanation of M. Narayanan to the show cause notice, dated 23-3-2004.

Ex.R19 — Copy of the order issued to M. Narayanan by the respondent management, dated 11-4-2004.

Ex.R20 — Copy of the complaint from K.T. Raja to the respondent management on the indisciplinary activities of S.M. Saravanan, dated 10-4-2003.

Ex.R21 — Copy of the letter issued to S.M. Saravanan by the respondent management, dated 11-4-2003.

Ex.R22 — Copy of the warning letter issued to S.M. Saravanan by the respondent management (refused to accept), dated 20-9-2003.

Ex.R23 — Copy of the complaint from A. Ernest to the respondent management on the indisciplinary activities of S.M. Saravanan, dated 13-2-2004.

Ex.R24 — Copy of the show cause notice issued to S.M. Saravanan by the respondent management, dated 17-2-2004.

Ex.R25 — Copy of the written explanation of S.M. Saravanan to the show cause notice, dated 5-3-2004.

Ex.R26 — Copy of the order issued to S.M. Saravanan by the respondent management, dated 11-4-2004.

Ex.R27 — Copy of the apprenticeship order of D. Dheenadhayalan, dated 1-3-2002.

Ex.R28 — Copy of the complaints from P. Arulmurugan and K. Nagaraj on the indisciplinary activities of D. Dheenadhayalan, dated 11-11-2002.

Ex.R29 — Copy of the apology letter of D. Dheenadhayalan to the Superior, dated 11-11-2002.

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| <p>Ex.R30 — Copy of the apology letter of D. Dheenadhayaian to the respondent management, dated 5-12-2002.</p> <p>Ex.R31 — Copy of the Complaint from G. Ravikumar for unauthorized absence from training by D. Dheenadhayalan, dated 15-3-2004.</p> <p>Ex.R32 — Copy of the phonogram sent to D. Dheenadhayalan by the respondent management to immediately report to duty, dated 16-3-2004.</p> <p>Ex.R33 — Copy of the order issued to D. Dheenadhayalan by the respondent management, dated 11-4-2004.</p> <p>Ex.R34 — Copy of the letter sent by D. Dheenadhayalan to the respondent management, dated Nil.</p> <p>Ex.R35 — Copy of the reply to D. Dheenadhayalan for the letter dated Nil by the respondent management, dated 23-4-2004.</p> <p>Ex.R36 — Copy of the apprenticeship order of S. Bagyaraj, dated 1-3-2002.</p> <p>Ex.R37 — Copy of the Complaint from G. Ravikumar to the respondent management on the indisciplinary activities of S. Bagyaraj, dated 30-7-2003.</p> <p>Ex.R38 — Copy of the letter of S. Bagyaraj to the MRF Employees union, dated 17-3-2004</p> <p>Ex.P39 — Copy of the apology letter of S. Bagyaraj to the respondent management, dated 17-3-2004.</p> <p>Ex.R40 — Copy of the complaint from A. Ernest to the respondent, management for unauthorized absence from training by S. Bagyaraj, dated 31-3-2004 .</p> <p>Ex.R41 — Copy of the phonogram sent to S. Bagyaraj by the respondent management to immediately report to duty, dated Nil.</p> <p>Ex.R42 — Copy of the letter sent by S. Bagyaraj to the respondent management, dated 19-4-2004.</p> <p>Ex.R43 — Copy of the order issued to S. Bagyaraj by the respondent management, dated 21-4-2004.</p> <p>Ex.R44 — Copy of the reply to S. Bagyaraj for the letter dated 19-4-2004 by the respondent management, dated 23-4-2004.</p> <p>Ex.R45 — Copy of the apprenticeship order of G. Sekar, dated 15-4-2002.</p> | <p>Ex.R46 — Copy of the complaint from Joseph Kurian to the respondent management on the indisciplinary activities of G. Sekar, dated 12.-1-2004 .</p> <p>Ex.R47 — Copy of the Complaint from K. Ramadhas to the respondent management on the indisciplinary activities of G. Sekar, dated 15-2-2004.</p> <p>Ex.R48 — Copy of the letter sent to G. Sekar by the respondent management to report to duty by 17-3-2004, dated 13-3-2004.</p> <p>Ex.R49 — Copy of the letter sent by G. Sekar to the respondent management, dated 29-3-2004.</p> <p>Ex.R50 — Copy of the order issued to G. Sekar by the respondent management, dated 1-4-2004.</p> <p>Ex.R51 — Copy of the reply to G. Sekar for the letter dated 29-3.2004 by the respondent management, dated 2-4-2004.</p> <p>Ex.R52 — Copy of the apprenticeship order of K. Murali dated 7-5-2002.</p> <p>Ex.R53 — Copy of the advice letter issued to K. Murali by the respondent management, dated 5-11-2002.</p> <p>Ex.R54 — Copy of the complaint from J. Natarajan to the respondent management on the indisciplinary activities of K. Murali, dated 13-4-2003.</p> <p>Ex.R55 — Copy of the warning letter issued to K. Murali for unauthorized absence by the respondent management, dated August-2003.</p> <p>Ex.R56 — Copy of the apology letter by K. Murali to the respondent management, dated 1-3-2004.</p> <p>Ex.R57 — Copy of the order issued to K. Murali by the respondent management, dated 11-4-2004.</p> <p>Ex.R58 — Copy of the apprenticeship order issued to K. Balamurugan, dated 6-6-2002.</p> <p>Ex.R59 — Copy of the warning letter issued to K. Balamurugan by the respondent management for unauthorized absence, dated 23-1-2003.</p> <p>Ex.R60 — Copy of the order sent to K. Balamurugan by the respondent management to report to duty by 17-3-2004, dated 13-3-2004.</p> <p>Ex.R61 — Copy of the order sent to K. Balamurugan by the respondent management, dated 18-3-2004.</p> <p>Ex.R62 — Copy of the apprenticeship order of R. Paneer, dated 7-6-2002.</p> |
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| <p>Ex.R63 — Copy of the apology letter of R. Paneer for unauthorized absence to the respondent management, dated 27-2-2004.</p> <p>Ex.R64 — Copy of the order issued to R. Paneer by the respondent management, dated 11-4-2004.</p> <p>Ex.R65 — Copy of the apprenticeship order of A. Rajavel, dated 15-7-2002.</p> <p>Ex.R66 — Copy of the warning letter issued to A. Rajavel by the respondent management, dated 20-11-2003.</p> <p>Ex.R67 — Copy of the letter sent to A. Rajavel by the respondent management to report to duty by 17-3-2004, dated 13-3-2004.</p> <p>Ex.R68 — Copy of the order issued to A. Rajavel by the respondent management, dated 22-3-2004 .</p> <p>Ex.R69 — Copy of the letter sent by A. Rajavel to the respondent, management through RPAD. dated 14-4-2004.</p> <p>Ex.R70 — Copy of the Apprenticeship order of A. Arulselvan, dated 1-1-2002.</p> <p>Ex.R71 — Copy of the memo issued to A. Arulselvan by the respondent management, dated 17-3-2004.</p> <p>Ex.R72 — Copy of the apprenticeship order of K. Subramanian, dated 1-12-1999.</p> <p>Ex.R73 — Copy of the warning notice issued to K. Subramanian by the respondent management for unauthorized absence, dated 4-3-2000.</p> <p>Ex.R74 — Copy of the complaint from J. Oulaganadane to the respondent management on the indisciplinary activities of K. Subramanian, dated 14-10-2001.</p> <p>Ex.R75 — Copy of the warning notice issued to K. Subramanian by the respondent management for unauthorized absence (refused to accept in person and sent through RPAD), dated 25-10-2003.</p> <p>Ex.R76 — Copy of the warning notice issued to K. Subramanian by the respondent management for indisciplinary activities (refused to accept in person and sent through RPAD), dated 2-11-2003.</p> <p>Ex.R77 — Copy of the warning notice issued to K. Subramanian by the respondent management for unauthorized absence, dated 20-11-2003.</p> | <p>Ex.R78 — Copy of the memo. issued to K. Subramanian by the respondent management, dated 7-6-2004.</p> <p>Ex.R79 — Copy of the complaint from P. Arulmurugan to the respondent management on the indisciplinary activities of K. Kumar, dated 24-1-2004.</p> <p>Ex.R80 — Copy of the memo. issued to K. Kumar by the responden management, dated 7-6-2004</p> <p>Ex.R81 — Copy of the apprenticeship order of A. Maruthasalamoorthy, dated 1-3-2002</p> <p>Ex.R82 — Copy of the complaint from N. Ravi Verma to the respondent management on the indisciplinary activities of A. Maruthasalamoorthy, dated 24-5-2003.</p> <p>Ex.R83 — Copy of the warning letter issued to A. Maruthasalamoorthy by the respondent management on the incident of 24-5-2003, dated 25.-5-2003.</p> <p>Ex.R84 — Copy of the Complaint from N. Ravi Verma to the respondent management on the indisciplinary activities of A. Maruthasalamoorthy, dated 28-6-2003.</p> <p>Ex.R85 — Copy of the memo issued to A. Maruthasalamoorthy by the respondent management, dated 7-6-2004.</p> <p>Ex.R86 — Copy of the apprenticeship order of A. Ramamurthy, dated 13-4-2002.</p> <p>Ex.R87 — Copy of the memo issued to A. Ramamurthy by the respondent management, dated 7-6-2004.</p> <p>Ex.R88 — Copy of the apprenticeship order of R. Rajalingam dated 18-5-2002.</p> <p>Ex.R89 — Copy of the advice letter issued to R. Rajalingam by the respondent management, dated 16-11-2002.</p> <p>Ex.R90 — Copy of the memo. issued to R. Rajalingam by the respondent management, dated 7-6-2004</p> <p>Ex.R9 — Copy of the apprenticeship order of J. Durai, dated 6-6-2002.</p> <p>Ex.R92 — Copy of the memo, issued to J. Durai by the respondent management, dated 7-6-2004.</p> <p>Ex.R93 — Copy of the apprenticeship order of J. Gnanamourthy, dated 7-6-2002.</p> <p>Ex.R94 — Copy of the memo. issued to J. Gnanamourthy by the respondent management, dated 7-6-2004.</p> |
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- Ex.R95 — Copy of the apprenticeship order of V. Muthukumarasamy, dated 18-6-2002.
- Ex.R96 — Copy of the memo. issued to V. Muthukumarasamy by the respondent management, dated 7-6-2004 .
- Ex.R97 — Copy of the apprenticeship order of P. Nagamuthu, dated 30-6-2002.
- Ex.R98 — Copy of the memo. issued to P. Nagamuthu by the respondent management, dated 7-6-2004 .
- Ex.R99 — Copy of the Complaint from J. Oulaganadane to the respondent management on the indisciplinary activities of T. Arumugam, dated 6-2-2003.
- Ex.R100— Copy of the complaint from J. Oulaganadane to the respondent management on the indisciplinary activities of T. Arumugam, dated 12-2-2003.
- Ex.R101— Copy of the warning letter issued to T. Arumugam by the respondent management for unauthorized absence. dated 26-8-2003.
- Ex.R102— Copy of the warning letter issued to T. Arumugam by the respondent management for unauthorized absence (sent through RPAD and refused to accept the said RPAD), dated 9-9-2003.
- Ex.R103 — Copy of the warning letter issued to T. Arumugam by the respondent management for indisciplinary activities, dated 2-11-2003.
- Ex.R104 — Copy of the warning letter issued to T. Arumugam by the respondent management for unauthorized absence, dated 20-11-2003.
- Ex.R105 — Copy of the memo. issued to T. Arumugam by the respondent management, dated 7-6-2004.
- Ex.R106 — Copy of the complaint from G. Ravikumar to the respondent management on the indisciplinary activities of B. Velmurugan, dated 25-9-2000.
- Ex.R107— Copy of the apology letter of B. Velmurugan to the respondent management, dated 28-9-2000.
- Ex.R108— Copy of the warning letter issued to B. Velmurugan by the respondent management for unauthorized absence (refused to accept), dated 25-10-2003.
- Ex.R109 — Copy of the warning letter issued to B. Velmurugan by the respondent management for unauthorized absence (sent through RPAD and refused to accept the said RPAD), dated 20-11-2003.

- Ex.R110 — Copy of the memo issued to B. Velmurugan by the respondent management, dated 7-6-2004.
- Ex.R111 — Copy of the tyre manufacturing steps and process flow chart.
- Ex.R112 — Copy of the counter statement filed by the respondent management before the Labour Officer (Conciliation), Puducherry, dated April 2006.
- Ex.R113 — Copy of the notification under G.O. Rt. No. 151/AIL/Lab.J/2006 regarding the failure report of conciliation, dated 19-10-2006.
- Ex.R114 — Copy of the Order of the Hon'ble High Court of Judicature, Madras in W.A. Nos. 2043 and 2044 of 2002 and W.A. M.P. Nos.3454 and 3455 of 2002 and W.P. No.24183 of 2005 and W.P. M.P. No. 26395 of 2005, dated 4-1-2008.
- Ex.R115 — Copy of the Order of the Hon'ble Supreme Court of India in Special Leave to Appeal (Civil) CC. No. 6004-6006 of 2009, dated 12-5-2009.
- Ex.R116 — Copy of the extract of the relevant portion of the certified Standing Orders of the respondent management.

N. SIVAKUMAR,
Presiding Officer,
Labour Court, Pondicherry.

GOVERNMENT OF PUDUCHERRY
LAW DEPARTMENT

(G.O. Ms. No. 3/2016, dated 25th February 2016)

NOTIFICATION

The Lieutenant-Governor, Puducherry is pleased to appoint Thiru C.T.Rammesh, Advocate, Puducherry, as the Additional Government Pleader for Puducherry at the Hon'ble High Court of Judicature at Madras for a period of one year from the date of assumption of charge.

2. The terms and conditions of appointment of the Additional Government Pleader for Puducherry at the Hon'ble High Court of Judicature at Madras, shall be as set out in G. O. Ms. No. 36/96-LD, dated 23-12-1996 of the Law Department, Puducherry and as amended from time to time.

(By order of the Lieutenant-Governor)

N. MURUGAVEL,
Under Secretary to Government (Law).